

# INVITATION TO BID

Routine Maintenance Works for the UNDP Premises in Jerusalem on  
Long Term Basis

Invitation to Bid No: ITB-2016-94

Jerusalem



*Empowered lives. Resilient nations.*

United Nations Development Programme  
Programme of Assistance to the Palestinian People  
August, 2016

## SECTION 1. LETTER OF INVITATION

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Jerusalem, 1 August 2016

### ITB-2016-94: Routine Maintenance Works for the UNDP Premises in Jerusalem on a Long Term Basis

The United Nations Development Programme/ Programme of Assistance to the Palestinian People (UNDP/PAPP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1: This Letter of Invitation
- Section 2: Instructions to Bidders (including Data Sheet)
- Section 3: Schedule of Requirements
- Section 4: Bid Submission Form
- Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6: Technical Bid Form
- Section 7: Bill of Quantities
- Section 8: Form for Performance Security
- Section 9: Agreement, Maintenance Work Order, and General Terms & Conditions
- Section 10: Safety, Health and Welfare on Construction Sites – Manual
- Section 11: Acknowledgement Letter
- Section 12: Form for the Financial Capability Situation
- Section 13: Form of Environmental Compliance
- Section 14: Technical Specifications

Your offer, comprising of a Technical Bid and Price Schedule, in separate sealed envelopes, should be submitted in accordance with Section 2.

A pre-bid meeting will take place as per the following schedule:

Pre-bid meeting Date & Time and Location	Site visit info
<b>4 August 2016 at 2 p.m. at UNDP</b> Premises located at 3 Yaqubi St., Wadi el-Joz, Jerusalem	Gathering of bidders shall be at 2 p.m. at the entrance, to be followed by a site visit to the building.

Bidders are advised to attend the pre-bid meeting and site visit (*on their own cost and responsibility*). Arrangements have been made for site visit to be held as per above schedule containing date, time and location. Bidders will be required to sign an attendance form. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

The pre-bid meeting minutes, and any further enquiries received on or before **8 August 2016**, will be documented and posted on the designated UNDP website on **11 August 2016**. No inquiries will be accepted after **8 August 2016**.

You are kindly requested to submit an acknowledgment letter (Section 11) to UNDP to the following address:

United Nations Development Programme  
Programme of Assistance to the Palestinian People (UNDP/PAPP)  
3 Ya'qubi Street, P.O. Box 51359  
Jerusalem 91191  
[proc3.papp@undp.org](mailto:proc3.papp@undp.org)  
Attention: Procurement Unit

The letter should be received by UNDP and should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

This letter is not to be construed in any way as an offer to contract with your company.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Khaled Shahwan  
Deputy Special Representative  
(Operations) - UNDP/PAPP



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## SECTION 2: INSTRUCTION TO BIDDERS

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### Definitions

- a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *"Country"* refers to the country indicated in the Data Sheet.
- e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *"Day"* refers to calendar day.
- g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *"Schedule of Requirements and Technical Specifications"* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.
- n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *"Supplemental Information to the ITB"* refers to a written communication issued by UNDP to

prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

## A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid :

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

**Failure of such disclosure may result in the rejection of the Bid.**

- 7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
- 8. 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>

## **B. CONTENTS OF BID**

### **9. Sections of Bid**

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

### **10. Clarification of Bid**

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

### **11. Amendment of Bid**

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

## C. PREPARATION OF BID

### 12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### 13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

### 14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

### 15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while

ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.



## 16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

## 18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

## 19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

## 20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

## 21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

## 22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

## D. SUBMISSION AND OPENING OF BID

### 23. Submission

- 23.1 The Technical Bid and the Price Schedule must be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

- 23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

- 23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

- 23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that

the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

#### **24. Deadline for Submission of Bid and Late Bids**

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

#### **25. Withdrawal, Substitution, and Modification of Bid**

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

#### **26. Bid Opening**

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

#### **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

## E. EVALUATION OF BID

### 28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

### 29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### 30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

### **31. Responsiveness of Bid**

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

### **32. Nonconformities, Reparable Errors and Omissions**

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid**

- 33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/))

#### **34. Award Criteria**

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

#### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

#### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

#### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

#### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:  
<http://www.undp.org/procurement/protest.shtml>



## Instructions to Bidders

### DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Routine Maintenance Works for the UNDP Premises in Jerusalem on Long Term Basis
2		Title of Goods/Services/Work Required:	UNDP wishes to establish non exclusive long term agreement (LTA) with one qualified Building Contractor for a maximum period of three years to provide routine maintenance works for the UNDP Premises in Jerusalem.
3		Country:	Jerusalem
4		Minimum Qualifying Criteria (Clauses 9.1 & 9.2)	All items under this clause must be met as a minimum qualifying criteria: 1) Section 7 – <b>Price schedule Form</b> filled in completely and signed; 2) Minimum no. of years of experience in similar contracts: <b>5 years</b> 3) <b>Valid registration</b> of company in Jerusalem
5	C.13	Language of the Bid:	English
6	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	Not allowed
		Conditions for Submitting Alternative Bid	Shall not be considered
7	C.22	A pre-Bid conference will be held on:	Time: 10 a.m. Date: <b>4 August 2016</b> Venue: UNDP Premises in Jerusalem  Note: No more than <b>one (1)</b> representative from each bidder to attend the pre-bid meeting. The pre-bid meeting minutes, and any further enquiries received on or before <b>8 August 2016</b> , will be documented/sent to participating bidders on <b>11 August 2016</b> . No inquiries will be accepted after <b>8 August 2016</b> .
8	C.21.1	Period of Bid Validity commencing	120 days

		on the submission date	
9	B.9.5 C.15.4 b)	Bid Security	<b>Not required</b>
10	B.9.5	Acceptable forms of Bid Security	Not applicable
11	B.9.5 C.15.4 a)	Validity of Bid Security	<b>120 days from the last day of Bid submission</b> Bid Security of unsuccessful Bidders shall be returned.
12		Advanced Payment upon signing of contract	Not allowed
13		Liquidated Damages	<b>Will not be imposed</b>
14	F.37	Performance Security	<p><b>Required</b>  <b>Amount : USD 2,500</b>  <b>Form:</b> Bank Guarantee (See Section 9 for template) or Any Bank-issued Check / Cashier's Check / Certified Check</p> <p>(a) Within 7 days of receipt of the letter of Intent, and before contract signature, the successful Bidder shall furnish a Performance Security to UNDP in the amount of USD 2,500 in the form indicated above;</p> <p>(b) The Performance Security shall be valid for a minimum period of one year, and may be extended for another period of two years, by mutual agreement of the Parties and extension of the long term agreement;</p> <p>(c) The proceeds of the Performance Security shall be payable to the UNDP as a compensation for any loss resulting from the Contractors' failure to complete its obligations under the contract;</p> <p>(d) The Performance Security shall be denominated in the New Israeli Sheqels currency;</p> <p>(e) If a Maintenance Work Order value was at a total amount of USD 50,000 or above, the Contractor, at his own cost and expense furnishes to the UNDP a <b>Maintenance Guarantee in an amount equal to (5%)</b> of this Maintenance Work Order to be valid until the end of the Warranty Period;</p> <ul style="list-style-type: none"> <li>• If, within 12 months after the works/ goods/ system have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair;</li> <li>• If the Supplier fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted</li> </ul>

			from due sums against the Maintenance Guarantee.
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	Local Currency Reference date for determining UN Operational Exchange Rate May 2016
16	B.10.1	Deadline for submitting requests for clarifications/ questions	<b>8 August 2016</b>
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Khaled Shahwan, Deputy Special Representative (Operations) Address: 3 Ya'qubi Street, P.O.Box 51359 Jerusalem 91191 Fax No. :02-6268222 E-mail address dedicated for this purpose: <b>proc3.papp@undp.org</b>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email and posting on the website: <a href="http://procurement-notices.undp.org/view_notice.cfm?notice_id=31734">http://procurement-notices.undp.org/view_notice.cfm?notice_id=31734</a>
19	D.23.3	No. of copies of Bid that must be submitted	Original: one (1) Copies: two (2), in addition to <b>two (2) soft copies on CD/DVD</b> Submissions must be identical and include all required documents. In the event of any discrepancies the "original proposal" submitted in hard copy shall govern.
20	D.23.1 b) D.23.2 D.24	Bid submission address	<u>United Nations Development Programme</u> 3 Yaqubi Street/ Wadi el-Joz, Jerusalem 91191 N 31°47'15.75", E 35°14'0.20" Tel: +972-2-626-8228 Fax: +972-2-626-8222 <a href="mailto:proc3.papp@undp.org">proc3.papp@undp.org</a>
21	C.21.1 D.24	<b>Deadline of Bid Submission</b>	<b>Date and Time :</b> <b>August 23, 2016 2:00 PM (Jerusalem time)</b>
22	D.23.2	Manner of Submitting Bid	Courier/Hand Delivery only
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Not applicable
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: <b>August 23, 2016 2:00 PM (Jerusalem time)</b> Venue : Conference Room at UNDP/PAPP office located at 3 Ya'qubi Street, Jerusalem Bids will be opened in the presence of bidders' representatives, who choose to attend and carry a

			letter authorizing the holder to attend the bids opening session on behalf of the bidder.
25		Evaluation method to be used in selecting the most responsive Bid	<b>X Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and</b> <b>X Lowest price offer of technically qualified/responsive Bid</b>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In “Certified True Copy” form only)	<ul style="list-style-type: none"> <li>▪ <b>Bid Submission Form (Section 4)</b></li> <li>▪ <b>Section (5)</b></li> <li>▪ <b>Section (6)</b></li> <li>▪ <b>Bill of Quantities (Section 7)</b></li> <li>▪ Written power of attorney, <b>authorizing</b> the signatory of the bid to commit the Bidder;</li> <li>▪ Company <b>Profile</b>, which should not exceed (15) pages;</li> <li>▪ Details of the Contractor’s <b>capacity</b> to meet UNDP requirement;</li> <li>▪ List and value of <b>projects</b> performed for the last five (5) years with similar nature and complexity, plus client’s contact details who may be contacted for further information on those contracts;</li> <li>▪ List and value of <b>on-going projects</b> with contact details of clients and current percentage of completion for each ongoing project;</li> <li>▪ Statement of Satisfactory <b>Performance</b> from the Top (3) Clients in terms of Contract Value the past (5) years;</li> <li>▪ <b>CVs</b> of key personnel: project manager/contractor’s representative, Licensed Electrical Engineer, Approved Electrician;</li> <li>▪ <b>Section 13:</b> Form of Environmental Compliance</li> <li>▪ <b>Tax</b> Clearance Certificate issued by the VAT directorate;</li> <li>▪ Certificate of <b>Registration</b> of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; and,</li> <li>▪ All information regarding any past and current <b>litigation</b> during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</li> </ul>
27		<b>Other documents that must be Submitted to Establish Eligibility</b>	See point 26 and 27
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	See point 26 and 27
29	C.15.2	Latest Expected date for commencement of Contract	September 1, 2016

30	C.15.2	Maximum Expected duration of contract	A total of three years; bidder must maintain the validity of their offered prices for the said period. UNDP may issue Maintenance Work Orders to the Contractor, from time to time during the term of this LTA and setting out the quantities required and other instructions for the implementation of the works.
31		UNDP will award the contract to:	One Bidder only
32	F.34	<b>Criteria for the Award and Evaluation of Bid</b>	<p><b><u>Award Criteria</u></b></p> <ul style="list-style-type: none"> <li>- Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications</li> <li>- Compliance on the following qualification requirements :</li> </ul> <p><b><u>Bid Evaluation Criteria:</u></b></p> <ol style="list-style-type: none"> <li>1) Minimum annual turnover of construction/maintenance works performed over the past five years: <b>USD 50,000;</b></li> <li>2) Minimum number of major contracts, implemented over the past 3 years, of a similar nature and complexity with corporate clients: <b>two contracts;</b></li> <li>3) <b>Warranty</b> on labour and workmanship for a minimum period of one year;</li> <li>4) <b>Project manager</b>/contractor's representative with seven (7) years of experience as a project manager and with working knowledge of English;</li> <li>5) <b>Electrical Engineer</b> (3X600A), to be licensed from the Electricity Authority, hired to supervise electrical works; and,</li> <li>6) <b>Electrician</b>, to be approved by the Electrical Company (JDECO), hired to execute the Works;</li> <li>7) <b>Acceptability</b> of Performance Standard service level requirements.</li> </ol>
33	E.29	Post qualification Actions	<ul style="list-style-type: none"> <li>▪ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; and,</li> <li>▪ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.</li> </ul>
34		Conditions for Determining Contract Effectivity	UNDP's receipt of Performance Bond; and, Contractor's signature of the long term agreement
35	F.35	Right to vary Requirements at the Time of Award	UNDP reserves the right to vary the quantity of the works (increase or decrease regardless the amount of variation) without any change in the unit price or other terms and conditions.

## SECTION 3a: SCHEDULE OF REQUIREMENTS

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### Subject: Routine Maintenance Services for the UNDP Premises on Long Term Basis

#### I. BACKGROUND :

The UNDP wishes to enter into a non-exclusive Long Term Agreement (LTA) with the most accredited building contractor who has good financial standing, relevant experience and follows health and safety procedures. The successful Contractor shall be contracted for this purpose for an initial period of one (1) year and renewable thereafter, upon satisfactory evaluation of performance up to three (3) years (hereinafter referred to the Agreement Period).

The UNDP through this bidding process aims at achieving the following:

- (1) Decrease the lead time for delivery;
- (2) Decrease the overall cost of maintenance works; and,
- (3) Ensure a prompt and high level of quality in maintenance works rendered by the Contractor to UNDP.

This Invitation to Bid is not to be construed in any way as an offer to contract with any building contractor. UNDP is not committed to selecting any of the contractors submitting bids.

#### II. AGREEMENT PARAMETERS :

The UNDP plans to negotiate multiyear non-exclusive agreement with one bidder for the provision of routine maintenance works. Bidders are requested to base their profit percentage on the following estimated total order volume of the last three years which was **USD75,000**. The resulted LTA is the sole property of UNDP and no other party can use it without prior official approval from UNDP. **The other UN Agencies may use the resulted LTA at the same unit rates and terms and conditions.** The estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of UNDP regarding any quantity for future purchases.

The prices shall remain in effect for the entire duration of the agreement. The rates will not be subject to any adjustment or revision because of price or currency fluctuations.

In the event of any advantageous downward pricing of the materials during the duration of the Agreement, the Contractor shall notify the UNDP immediately. The UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

The UNDP will incorporate the winning Contractor's proposal as an addendum to the agreement.

#### III. SCOPE OF WORD

##### 1) GENERAL UNDERTAKING

The contractor undertakes to carry out, at the UNDP request, maintenance and improvement work in accordance with the Technical Specifications detailed in **Section 13** and complete them to the satisfaction of the UNDP.

Unless otherwise specified in the Maintenance Work Order (**Sample Form in Section 9**) the contractor shall provide all labour, materials, tools, equipment, transport and supervision necessary to carry out the maintenance and improvement works.

The contractor undertakes to carry out promptly and diligently to complete all maintenance and improvement work specified in each Maintenance Work Order in a workmanlike manner, with the least possible interference to the UNDP activities and without damage to any premises or installations.

The UNDP undertakes to pay the Contractor for such completed maintenance and improvement of work at the rates specified in the Bill of Quantities or as may otherwise be mutually agreed in accordance with article 2 (a) (iii) below.

## **2) MAINTENANCE WORK ORDERS:**

a) The UNDP's request to the Contractor to carry out work shall be made or confirmed in writing (hereinafter referred to as the "Maintenance Work Order"), attached hereto under Section 14.

The Maintenance Work Order may include the following:

- i) Designation of the premises and installations and the nature of the work to be carried out;
- ii) The date or period upon or during which the work shall be called out; and
- iii) Particular specifications to be observed by the contractor in carrying out the work; in every case where such particular specifications are not included within the P-BoQ, the rate of payment therefore shall also be mutually agreed and expressly stated.

b) The UNDP Maintenance Officer (hereinafter referred to as the "Director of Works (DoW)") or the UNDP Procurement Officer shall issue the Maintenance Work Orders to the Contractor in writing; no other person shall be authorized to issue Maintenance Work Orders.

c) Unless otherwise agreed by the UNDP or stated in the Maintenance Work Order, the Contractor shall commence the work requested not later than two days following the delivery of the Order. Unless otherwise agreed, the Contractor is obliged to commence carrying out the work within four hours from the call in emergency cases.

d) In the event that the Contractor deems any provision of any Maintenance Work Order to be unreasonable, he/she shall so notify the DoW who issued the Order. To the extent possible, the UNDP shall amend the Maintenance Work Order in the light of such objection, but if not amended, the Contractor shall be bound by the original Order.

e) The UNDP shall have the right to make any change in any Maintenance Work Order after its delivery to the Contractor. In case of such change, payment will be made according to the work actually performed by the Contractor, disregarding the operation specified in the original Order.

f) The UNDP shall have the absolute right to furnish materials for work if it desires. In such event, rates of any items affected will be adjusted to exclude the current market value of such materials.

## **3) Routine Maintenance Visits Considerations:**

The Contractor visiting premises for short periods of time or longer periods or involving high risk to carry out routine or emergency maintenance shall liaise with the Director of Works and put plan that takes into consideration the following:

- disturbances that may affect the normal running of the premises during working days;
- hot work that may cause fire;
- falls from height;
- noisy or dusty or smell works;
- switching off power, water, heating or ventilation;
- switching off or testing alarms;
- arrangements for parking and deliveries; and,
- Segregation of works where appropriate;

The Contractor is required to conduct bi-annual checking visits to the premises to identify defects in coordination with the DoW. The Contractor is required to fill in the form of defects log (attached below) and submit it to the DoW. The DoW will verify the defects and prioritize the interventions and liaise with the procurement unit in case of variation orders and determine the maintenance funding for the coming six months.

**FORM OF DEFECTS LOG – BI-ANNUAL CHECK LIST (to be filled by Contractor)**

Defect (condition, suitability, sufficiently, ..)	Type (priority (P) or not (N))	Action (repair (RP), replacement (RPC))	BoQ No.	Item	Proposed Price in ILS	Agreed upon Price ILS	Director of Works signature and date

**4) Inspection & Certification**

Upon completion of the required work, the Contractor shall notify the DoW who shall as soon as possible and in any event within two working days after such notice inspect the work. If upon such inspection, the DoW determines that the work has been completed to the satisfaction of the UNDP, he shall so certify on the Contractor's invoice and shall confirm, if correct, the price stated by the Contractor. In the event that the DoW determines that the work has not been completed to the UNDP satisfaction or that the price stated is not correct, the Contractor shall make the appropriate adjustments and connections and shall thereafter present his invoice for certification as stated above.

**5) Payment**

The UNDP shall pay the Contractor for work satisfactorily completed against invoices of the Contractor certified as provided in Article 3, Inspection and Certification. Payment with respect to each invoice shall be made within thirty (30) days of the submission of the invoice. Interim payments in respect of work completed which constitute less than the entire work specified in the Maintenance Work Order may be made by the UNDP only after agreement.

Notwithstanding such certification the price of any such work shall not exceed the price thereof at the rate specified in the (P-BoQ), unless the Maintenance Work Order expressly states that the work requested does not fall within the technical specifications (Section 13) and Bill of Quantities (Section



7) in which case, the price of such work shall not exceed the price fixed at the rate stated on such Maintenance Work Order.

Should unit rates for particular work required by a Maintenance Work Order not be contained in the Bill of Quantities such work will be evaluated against similar or analogous items of work, should this not be possible the Contractor will be paid at a rate which the certifying officer considers reasonable. The opinion of such officer shall be considered as final.

**6) Sub-Contracts :**

The Contractor shall not transfer, assign or sub-let any part of the work to be performed under the resulted LTA without the written consent of the UNDP Maintenance Officer. Such consent, if given, shall in no way relieve the Contractor of any of his obligations under the resulted LTA.

**7) Legal Capacity & Qualifications of the Contractor :**

The Contractor warrants that he has the legal capacity to enter into a long term agreement and that he has, and will maintain throughout the term of the LTA all government, municipal and other licenses, permits and clearances of any kind necessary to enable him to carry out the terms of the resulted LTA.

**8) Responsibility of the Contractor for Damages :**

The Contractor shall be solely responsible for any compensation, damages or penalties in respect of any loss, injury or death sustained by any person, including, but not limited to his employees, or in respect of any loss or damage to the property of any person arising directly or indirectly from any action undertaken by the Contractor in performance of the LTA.

**9) Non-Exclusive Long Term Agreement :**

UNDP reserves the right to contract for maintenance or improvement work of any kind with persons other than the Winning Contractor.

**10) Breach of LTA :**

In case of failure of the Contractor to perform any of his obligations under the long term agreement, the UNDP shall be entitled to recover the damages it has suffered and may also, at its option, terminate the long term agreement without notice or recover from the contractor the damages resulting from the Contractor's failure to perform in the future. The UNDP may also avail itself of any other remedies to which it is legally entitled.

**11) Guarantee :**

At, or before the time, of the signing of the LTA the Contractor shall provide and constantly maintain a valid bank guarantee in the form established by the UNDP (Section 8) for a sum of **USD 2,500**. The guarantee shall remain valid until one month after the completion of the Contract and may be extended for another period of two years upon mutual agreement of the Parties and extension of the LTA.

This guarantee is intended as security to ensure that the Contractor will carry out the terms and conditions of the LTA; and in the event of any loss, damage or extra costs incurred by reason of the Contractor's negligence or failure to carry out any term or condition of the LTA, any such loss, damage or extra costs shall be immediately and initially reimbursable to the UNDP upon its demand from such guarantee, up to the full amount of such guarantee without prejudice to its right to hold the Contractor liable for the full amount of such loss, damage or extra costs.

## 12) PERFORMANCE STANDARDS AND SERVICE LEVEL GUARANTEE (SLG):

The successful bidder shall perform his/her services and deliver the products in accordance with the herein prescribes minimum performance standards set by the UNDP:

Product / Service	Performance Attribute	Definition	Standard / Service Level
1. Routine Maintenance Services	Quality	Ability to produce quality maintenance works and without error	Implemented works/supplied goods/equipment shall be <u>in accordance</u> with the tendered statement of work of the LTA and/or Maintenance Work Order.  <u>no-error</u> in workmanship or supplied materials; <u>zero rejection</u> due to poor quality; zero disruption or accidents throughout the LTA.
	Accuracy	Ability to ensure accurate delivery of maintenance services	<u>no-error</u> in the supplied quantities and required location.  <u>Clean site</u> after intervention.  <u>Effective &amp; continuous communication and coordination</u> with Director of Works before commencement of work until successful completion.  <u>Adequate arrangements</u> in place to monitor and control works in progress.
	Speed and Efficiency / Timeliness of delivery	Ability to promptly deliver Maintenance Work Orders	<u>Within two calendar days</u> from time of receipt of Maintenance Work Order for common orders  <u>Within 4 hours</u> for urgent breakdowns and urgent repairs
	Accredited Staff	Ability to safely deliver Routine Maintenance Work Orders	The Contractor's team shall offer a comprehensive repair/replacement services using appropriately qualified and fully pre-accredited building, mechanical and electrical contractors.
2. Billing	Accuracy	Ability to generate billing statements without errors	<u>Zero-Error/no discrepancy</u> between invoices and the ordered goods.
	Clarity	Ability to generate bills that are transparent and easy to understand	<u>Zero&gt;Returns</u> for clarification/explanation
3. Rates/Pricing	Fairness	Charges for products	Fixed rates per the Price Schedule Form

Product / Service	Performance Attribute	Definition	Standard / Service Level
	Willingness to negotiate rates	Voluntarily or upon request make new priced offers	Yearly review meeting to negotiate with UN Agencies the contracted prices to continue obtain competitive rates in the market
4. Service Quality and Support	Accessibility	Ability to access or approach the LTA Holder Sales Representative	Telephone support: accommodate all calls during operating working hours (Monday through Friday from 08:00 a.m. to 04:00 p.m.) Email: within two working days
	Responsiveness	Willingness to negotiate services with the UN Agency	Review meeting of the LTA and the SLG with UN Agencies: minimum once per fiscal year.
5. Problem Solving	Refunds	Ability to process and obtain refunds on a timely basis	100% refund within one month from date of agreement
	Complaint Handling	Ability to resolve complaints	Immediately take action to resolve any complains for the satisfaction of the UN Agencies
6. Maintenance	Accuracy	Ability to perform tasks completely and without error	Zero-error in replacement and fixing/repair
	Speed and Efficiency / Timeliness of delivery	Ability to deliver product or service promptly	Pick up of defected furniture or carry out maintenance services shall be <u>within two working days</u> from time of request.

### 13) Value Added Tax (VAT) :

As the contractor is requested to pay VAT to the Israeli Authorities in connection with the resulted LTA, the UNDP will reimburse such payment to the maximum imposed, provided documentary evidence is provided to proof payment of VAT by the Contractor to the Israeli Authorities which would enable the UNDP to obtain a refund from the Authorities for the VAT paid in respect of the LTA Maintenance Work Orders. Invoices shall be issued and Payments shall be effected in the New Israeli Sheqels based on the UN rate of exchange of the month that the invoice was issued in.

### 14) Insurance to be Maintained by Contractor :

#### a. Workmen's Compensation Insurance

1) The Contractor shall at all times be liable for, shall indemnify the UNDP in respect of, and shall maintain at his expense such insurance with a Company designated by the UNDP that will protect him as well as the UNDP from any and all claims arising or resulting from the relevant workmen's compensation acts.

2) The workmen's compensation insurance must also cover the activities and employees of any subcontractors of the contractor.

#### b. Public Liability Insurance

The Contractor shall at all times be liable for, shall indemnify the UNDP in respect of, and shall maintain at his expense such insurance with a company designated by the UNDP that will protect him as well as the UNDP from any and all claims for damages, including those from UNDP employees, due to bodily injury or death of any persons as well as from claims due to damage to adjoining or other real or personal property which may arise from and during operations under the LTA whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by him. This insurance shall be in an amount which is satisfactory to the Director of Works.

#### c. Fire Insurance.

1) The contractor shall at all times be liable for and shall indemnify the UNDP in respect of all damage occasioned by fire and shall maintain at his expense fire insurance upon the entire structure on which the work of the LTA is to be done to one hundred per centum (100%) of the insurable value thereof unless the Director of Works decides otherwise, including items of labour and materials connected therewith, whether in or adjacent to the Works insured, and materials in place or to be used as part of the Works.

2) The Contractor shall provide the fire insurance in the joint names of himself and the UNDP. Any loss sustained is to be made adjustable and payable to the UNDP.

3) This insurance will not cover any tools, equipment or plant owned by the Contractor, his mechanics or sub-contractors since the provision for this insurance is designed for the sole protection of the UNDP and its property.

4) The fire insurance must also cover the activities of any sub-contractors of the Contractor, and those deemed to be sub-contractors.

If the contractor fails or refuses to provide the insurance, the UNDP may, at its discretion, after notice, cancel the LTA and/or utilise the Performance Bond as well as any sums due to the Contractor, and procure the insurance on behalf of the Contractor without prejudice to any other rights that it may have in law or equity.

#### **NOTES :**

##### **SCOPE OF WORK :**

a) The Contractor shall execute all and any maintenance work to UNDP Buildings & ancillary installations as/when requested.

b) The maintenance work shall be executed in strict accordance with these standards and the against the quoted rates.

c) When items of maintenance work are not included in the Standards and/or Bill of Quantities they shall be executed in the manner directed by, and to the satisfaction of, the DoW.

##### **MATERIALS :**

a) Except where the contract provides for the supply of materials by the UNDP, all materials shall be supplied and fixed by the Contractor and of the best quality available in the local market.

b) Samples of all materials to be used in the work shall, if required, be submitted to the DoW for prior approval.

c) Materials incorporated in the work, samples of which have not been approved or which are not the same as the approved samples may be rejected by the DoW and the work so rejected shall be re-executed at the contractor's expenses.

d) Approved samples will be retained by the UNDP DoW until the end of the Maintenance Work Order when they will be returned to the contractor.

**WORKMANSHIP :**

- a) Workmanship shall be of the best local standard executed by draftsmen skilled in their respective trades.
- b) All items of replacement or repair shall match similar items on the same premises or as detailed in the priced bills of quantities.

**MEASUREMENTS :**

- a) All work will be measured net as executed. No allowance will be made for waste, laps and the like.
- b) Items of work which are included in the Bill of Quantities shall be measured in the manner stated in the Bill of Quantities under the column headed "UNIT".
- c) Items of work which are not included in the Bill of Quantities shall be measured as agreed between the contractor and the UNDP DoW before the commencement of the item of work stated on the Maintenance Order Form.

**TECHNICAL SPECIFICATIONS :**

The maintenance and improvement work shall be priced and measured in accordance with the general instructions and notes on pricing and measurement and the said work shall be implemented in accordance with the specifications detailed in Section 13 and shall be completed to the satisfaction of the UNDP.

## SECTION 3b: RELATED SERVICES

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfilment of the requirements :

Delivery Term [INCOTERMS 2010]	DAP UNDP Jerusalem
Exact Address of Delivery/Installation Location	3 Yaqubi St., Jerusalem
Mode of Transport Preferred	Land
Customs, if needed, clearing shall be done by:	Not applicable
Commissioning	UNDP will take care of commissioning
Warranty/Guarantee	The Contractor shall be responsible for the maintenance of each Maintenance Work Order for a period of (1) One Calendar Year effective from the day of issuance of the Certificate of Substantial Completion of the Maintenance Work Order.
Liability Insurance	<p>The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of 15% (fifteen percent) of the price of the Contract per occurrence, with number of occurrences unlimited. The liability insurance shall be submitted by the Contractor within seven (7) days of receipt of the letter of Intent, and before contract signature and start of works, and shall be valid until end of defects liability period (i.e. twelve months after the intended completion date).</p> <p>Insurance policies (<b>All risks insurance, public liability insurance - third parties &amp; Workers' compensation insurance</b>) should be issued by the successful bidder subject to the general conditions, terms and conditions of the contract, and as per/ in compliance with the applicable Palestinian Labour Law and international standards in this regard.</p>
Defects Liability	Any damage resulted from defect in execution 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 Performance Bond Guarantee.
Safety, Health & Welfare Plan	<p>Upon contract award, the contractor should provide, as part of his contractual commitments, a detailed Safety, Health &amp; 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 &amp; Welfare plan.</p> <p>The said Safety, Health &amp; Welfare plan shall be based on the following Safety manual, "<b>Safety, health and welfare on construction sites/A Training Manual</b> - International Labour Office Geneva (1999 version)" – Section 10 of the ITB.</p>

	<p>The above mentioned Safety manual shall be an integral part of the tender and contract documents and the contractor is obligated to fully comply with the guidelines and instructions contained in the said manual, all to the satisfaction of the UNDP Engineer.</p> <p>Important: The contractor shall also implement fully the applicable Safety measures contained in the approved Safety plan during mobilization stage before actual work starts.</p>
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## SECTION 4: BID SUBMISSION FORM<sup>1</sup>

*(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: [insert: Name and Address of UNDP focal point]

Dear Sir:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] 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 ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Contact Details: \_\_\_\_\_

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<sup>1</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.



## SECTION 5: DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE BIDDER

### Bidder Information Form<sup>2</sup>

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of:  <div style="margin-left: 40px;"> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet   <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered  <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.         </div>		

<sup>2</sup> The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

# Joint Venture Partner Information Form (if Registered)<sup>3</sup>

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any) :Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>3</sup> The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## SECTION 6: TECHNICAL BID FORM<sup>4</sup>

*INSERT TITLE OF THE ITB*

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

*This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.*

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

### SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

*This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed*

<sup>4</sup> Technical Bids not submitted in this format may be rejected.

*description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.*

**2.1. Scope of Supply:** Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item No.	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached)

*A supporting document with full details may be annexed to this section*

**2.2. Technical Quality Assurance Mechanisms:** The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

**2.3. Reporting and Monitoring:** Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

**2.4. Subcontracting:** Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

**2.5. Risks / Mitigation Measures:** Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

**2.6 Implementation Timelines:** The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

**2.7. Partnerships (Optional):** Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

**2.8. Anti-Corruption Strategy (Optional):** Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

**2.9 Statement of Full Disclosure:** This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

**2.10 Other:** Any other comments or information regarding the bid and its implementation.

(i) SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

<b>Name:</b>		
<b>Role in Contract Implementation:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Relevant Work Experience:</b>		
<b>Language Skills:</b>		
<b>Education and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References (minimum of 3):</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
<hr/>		
Signature of the Nominated Team Leader/Member		Date Signed

## SECTION 7: BILL OF QUANTITIES

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(attached)

Electronic Bill formats in Excel is attached. Electronic format bill of quantities (BoQ) must be used by bidders to price their bills of quantities. Bidder shall submit Bills both electronically and in hard copy signed format. In case of any discrepancy between the soft and the hard copies, the hard copy shall prevail.

UNDP/PAPP, during evaluation stage, shall ensure that the content of said bills of quantities is unaltered and that it remains identical to that of the original bills of quantities. In case of any discrepancy between the priced BoQ submitted by the bidder and the original bills of quantities, as posted by UNDP online, then the original version shall prevail. In case of any alteration (change, addition, modification or deletion) in the original BoQ, then this shall cause rejection of the bid.

The unit rate for items of work shall be deemed to include for all materials, labour, overheads, profit and other expenses and things necessary for the proper completion of the work.

- a) Rates shall be clearly noted by Bidders in ballpen in the columns headed "UNIT RATE" & "TOTAL".
- b) Any additions or alterations made to description of the item shall be clearly initiated and dated by the Bidders before submission to the UNDP.
- c) The quantities listed are to be considered indicative only and are open to considerable possible variation. Should such variations occur, however, extensive, no adjustment will be made in the unit rates submitted under this Tender.
- d) All prices do not include V. A. T.

## SECTION 8: FORM FOR PERFORMANCE SECURITY

*(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)*

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To: UNDP  
*[Insert contact information as provided in Data Sheet]*

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. Click to enter dated Click to enter , to deliver the goods and execute related services Click here to enter text. (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

SECTION 9: LONG TERM AGREEMENT, SAMPLE of MAINTENANCE WORK ORDER  
AND UNDP GENERAL TERMS & CONDITIONS

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(attached)



## SECTION 10:

### **SAFETY, HEALTH AND WELFARE ON CONSTRUCTION SITES – MANUAL**

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(Refer to the “Safety Manual” which is posted on the UNDP/PAPP designated web site at:  
<http://www.ps.undp.org/content/papp/en/home/operations/procurement.html>)

Contractor should **not** submit a copy of the **Safety Manual** along with his/her bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the **Safety Manual** duly acknowledged (signed/stamped) upon contract signature

## Section 11: Acknowledgement Letter

PLEASE TYPE OR PRINT LEGIBLY & RETURN VIA FAX NO.: +972 2 626 8222

Date: \_\_\_\_\_

Dear Khaled Shahwan,

ITB-2016-94: Routine Maintenance Works for the UNDP Premises in Jerusalem on Long Term Basis

We the undersigned, acknowledge receipt of your Invitation to Bid for the provision of goods and services under subject and hereby confirm that:

a) ☐ we intend

☐ we do not intend

to submit a proposal to the United Nations Development Programme by the deadline.

Names of our representative(s) designated for this engagement		1. ....; and 2. ....			
Firm/Company's name (Proposer):					
Address:					
City:		State:		Zip:	
Signature of Authorized Representative:					
Name:		Title:			
Telephone No.:		Ext.:		Fax No.:	
Email address:					

## Section 12: Form of the Financial Capability Situation

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**Company's Legal Name:** *[insert full name]*

**Date:** *[insert day, month, year]*

*Summarize actual assets and liabilities in US dollars equivalent for the previous most recent three years:*

Financial information in USD	Historic information for previous 3 years USD		
	Year 1	Year 2	Year 3
<b>Information from Balance Sheet</b>			
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Inventory (IN)			
Cash and cash equivalents			
Accounts Receivables (AR)			
Current Liabilities (CL)			
<b>Information from Income Statement</b>			
Annual Turnover			
Profits Before Taxes (PBT)			
Quick Ratio (QR) <sub>i</sub> , calculated as $QR = (\text{Cash} + \text{AR}) / \text{CL}$	[insert QR]	[insert QR]	[insert QR]

## Section 13: Form of Environmental Compliance

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**Company's Legal Name:** *[insert full name]*

**Date:** *[insert day, month, year]*

*Please fill in the below questionnaire :*

#	Questions	Yes / No
1	Do you have in place a documented environmental management system? Is it certified by ISO14001?	
2	Does your company have a formal sustainability/environmental policy?	
3	Are you a member of the UN Global Compact?	
4	Do you have in place a documented system to manage workplace and labor practices? If yes, please state whether it is SA 8000 certified?	
5	Do you have a company policy specifically address gender inequalities, such as a special promotion policy for the female workforce and managers?	
6	Do you use or intend to use renewable energy sources in support of this contract?	
7	Do you have a recycling programme for your company?	
8	Have you established publicly available sustainability purchasing guidelines for your direct suppliers that address issues such as environmental compliance, employment practices, and product/ingredient safety?	
9	Have you obtained 3rd party certifications for your products, such as for instance EU Ecolabel, Energy Star, Nordic Swan etc.?	
10	Do you invest in community development activities in the markets you source from or operate within?	
11	Has your organization started to monitor its carbon emissions in order to set reduction targets or objectives? If so, have you obtained an ISO 14064 certification?	
12	Can you confirm that your company has never been successfully prosecuted for infringement of environmental legislation in the past three years?	
13	Are raw materials used in the product or production sourced from legal and sustainably managed sources?	
14	Does your organization maintain records of potential environmental hazards and have mitigation strategies and systems in place to reduce environmental hazards such as carcinogens, irritants? Do you have a record how the chemicals in your products relate to the classification of chemicals in REACH legislation?	
15	Is the packaging of your products produced without the use of PVC containing plastics?	
16	Is the packaging made of recycled or recyclable materials?	

Documentary proof of statements must be available upon request.

## SECTION 14: TECHNICAL SPECIFICATIONS

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(attached)