

# **INVITATION TO BID**

Long Term Agreement (LTA) for the Provision of HVAC Preventive Maintenance for UN House

ITB No.: ITB-SAU-20-011

Country: Saudi Arabia

Issued on: 14 June 2020

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### **Section 1.** Letter of Invitation

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

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements and Technical Specifications

Section 6: Returnable Bidding Forms

- o Form A: Bid Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- o Form E: Format of Technical Bid
- o Form F: Price Schedule

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to <a href="mailto:bids.sa@undp.org">bids.sa@undp.org</a>, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Issued by

Name: Rayyan Albeladi

Title: Procurement Associate

Bayyan Albeladi

Date: 13-Jun-2020

Approved by:

Name: Younis Batook

Title: Operations Manager

Date: 13-Jun-2020

# **Section 2.** Instruction to Bidders

GENERAL PROVISIONS			
1. Introduction	1.1	Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>	
	1.2	Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.	
	1.3	UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.	
	1.4	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ( <a href="www.ungm.org">www.ungm.org</a> ). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.	
2. Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti</a>	
	2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.	
	2.3	In pursuance of this policy, UNDP:	
		(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.	
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a>	
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by	

these organizations. 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. 4. Conflict of Interests 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. 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: a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists. 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following: If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure. 4.4 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid. **B. PREPARATION OF BIDS** 5. General 5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in Considerations rejection of the Bid.

> The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify

5.2

the UNDP accordingly.

6.	Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7.	Language	7.1	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 BDS.
8.	Documents Comprising the Bid	8.1	The Bid shall comprise of the following documents and related forms which details are provided in the BDS:
			<ul> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Any attachments and/or appendices to the Bid.</li> </ul>
9.	Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10.	Technical Bid Format and Content	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
		10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
		10.3	When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
		10.4	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11.	Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
		11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12.	Currencies	12.1	All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:
			a) 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 Bids; and

	i. In the event that UNDP selects a Bid for award that is quoted currency different from the preferred currency in the BDS, UNDP reserve the right to award the contract in the currency of UN preference, using the conversion method specified above.	shall
13. Joint Venture, Consortium or Association	.1 If the Bidder is a group of legal entities that will form or have formed a Venture (JV), Consortium or Association for the Bid, they shall confirm in Bid that: (i) they have designated one party to act as a lead entity, duly ve with authority to legally bind the members of the JV, Consortium or Associationity and severally, which shall be evidenced by a duly notarized Agreemamong the legal entities, and submitted with the Bid; and (ii) if they are awas the contract, the contract shall be entered into, by and between UNDP and designated lead entity, who shall be acting for and on behalf of all the mementities comprising the joint venture.	their ested ation ment rded d the
	.2 After the Deadline for Submission of Bid, the lead entity identified to repre the JV, Consortium or Association shall not be altered without the prior wr consent of UNDP.	
	.3 The lead entity and the member entities of the JV, Consortium or Associa shall abide by the provisions of Clause 9 herein in respect of submitting only Bid.	
	.4 The description of the organization of the JV, Consortium or Association of clearly define the expected role of each of the entities in the joint venture delivering the requirements of the ITB, both in the Bid and the JV, Consort or Association Agreement. All entities that comprise the JV, Consortium Association shall be subject to the eligibility and qualification assessment UNDP.	re in tium m or
	.5 A JV, Consortium or Association in presenting its track record and experi should clearly differentiate between:	ence
	<ul> <li>a) Those that were undertaken together by the JV, Consortium or Associa and</li> </ul>	ition;
	<ul> <li>Those that were undertaken by the individual entities of the JV, Consor or Association.</li> </ul>	tium
	.6 Previous contracts completed by individual experts working privately but are permanently or were temporarily associated with any of the member of cannot be claimed as the experience of the JV, Consortium or Association those of its members, but should only be claimed by the individual experience in their presentation of their individual credentials	firms on or
	<ul> <li>JV, Consortium or Associations are encouraged for high value, multi-sec requirements when the spectrum of expertise and resources required not be available within one firm.</li> </ul>	
14. Only One Bid	.1 The Bidder (including the individual members of any Joint Venture) shall su only one Bid, either in its own name or as part of a Joint Venture.	bmit
	<ul> <li>Bids submitted by two (2) or more Bidders shall all be rejected if they are for to have any of the following:</li> <li>a) they have at least one controlling partner, director or shareholder common; or</li> </ul>	

	h) any and of them receive or have received any direct or indirect subside from
	<ul> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>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;</li> </ul>
	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 some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
15. Bid Validity Period	15.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	<ul> <li>e) During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</li> </ul>
16. Extension of Bid Validity Period	16.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.
	16.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	16.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
17. Clarification of Bid (from the Bidders)	17.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	17.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
	17.3 UNDP shall endeavour to provide 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 Bids, unless UNDP deems that such an extension is justified and necessary.
18. Amendment of Bids	18.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	18.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.

19. Alternative Bids	<ul> <li>19.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. 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.</li> <li>19.2 If multiple/alternative bids are being submitted, they must be clearly marked as</li> </ul>
20. Pre-Bid Conference	"Main Bid" and "Alternative Bid"  20.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. 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 disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.
	21.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.
21. SUBMISSION AND OPENING OF BIDS	21.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
	Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
C. SUBMISSION	
22. Email and eTendering	22.1 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
submissions	<ul> <li>Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> </ul>
	<ul> <li>b) Documents which are required to be in original form must be sent via courier or hand delivered as per the instructions in BDS.</li> </ul>
	Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/busine-ss/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/busine-ss/procurement-notices/resources/</a>

23. Deadline for Submission of Bids and Late Bids	23.1	Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP  UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
24. Withdrawal, Substitution, and	24.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	24.2	Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, 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, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3	eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	24.4	Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1 25.2	UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.  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 submissions, in which case, the Bid shall be returned unopened to the Bidders.
	25.3	In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
EVALUATION OF BIDS		
26. Confidentiality	26.1	Information relating to the examination, evaluation, and comparison of Bids, 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.
	26.2	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.

D. EVALUATION OF	<ul> <li>UNDP will conduct the evaluation solely on the basis of the Bids received.</li> <li>Evaluation of Bids shall be undertaken in the following steps: <ul> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul> </li> <li>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</li> </ul>
27. Preliminary Examination	27.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
28. Evaluation of Eligibility and Qualification	<ul> <li>Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</li> <li>In general terms, vendors that meet the following criteria may be considered qualified: <ul> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> </ul> </li> <li>They have a record of timely and satisfactory performance with their clients.</li> </ul>
29. Evaluation of Technical Bid and prices	29.1 The evaluation team shall review and evaluate the Technical 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 BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
30. Due diligence	30.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:

	<ul> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
31. Clarification of Bids	31.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
	31.2 UNDP's request for clarification and the response shall be in writing and 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 Bids, in accordance with the ITB.
	31.3 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 Bids.
32. Responsiveness of Bid	32.1 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, specifications and other requirements of the ITB without material deviation, reservation, or omission.
	f) 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.
33. Nonconformities, Reparable Errors and Omissions	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.
	33.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, 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.
	For the bids that have passed the preliminary examination, UNDP shall check and 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;
	<ul> <li>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</li> </ul>
	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.
	33.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.
AWARD OF CONTRACT	
34. Right to Accept, Reject, Any or All Bids	34.1 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. UNDP shall not be obliged to award the contract to the lowest priced offer.
	34.2 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.
E. AWARD CRITERIA	A
35. Debriefing	35.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
36. Right to Vary Requirements at the Time of Award	36.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or 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.
37. Contract Signature	37.1 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 to do so may 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 Second highest rated or call for new Bids.
38. Contract Type and General Terms and Conditions	38.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
39. Bank Guarantee for Advanced Payment	39.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at

	39.2	https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=default
40. Liquidated Damages	40.1	If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
41. Payment Provisions		Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
42. Vendor Protest		UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a 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: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a>
43. Other Provisions	43.2	In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.  UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.  The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a>

# Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub- parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be Conducted A pre-bid conference will be conducted through the following link  Join Microsoft Teams Meeting  Time: 11:00 UTC+03:00  Date: June 28, 2020 12:00 PM  Venue: Through Teleconferencing with this link  Join Microsoft Teams Meeting  The UNDP focal point for the arrangement is:  Rayyan Albeladi  Telephone: +966 11 488 5301 Ext 118  E-mail: bids.sa@undp.org
5	16	Bid Validity Period	60 days
6	13	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed

9	40	Performance Security	Not Required
10	12	Currency of Bid	Local currencySAR
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Rayyan Albeladi Address: United Nations Office, Diplomatic Quarter, Riyadh Saudi Arabia. E-mail address: rayyan.albeladi@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	5th of July 2020 at 11:00 UCT +03:00  For eTendering submission - as indicated in eTendering system.  Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Bids	<ul><li>□ Courier/Hand Delivery</li><li>□ Submission by email</li><li>☑ e-Tendering</li></ul>
15	22	Bid Submission Address	https://etendering.partneragencies.org  Insert BU Code and Event ID number  BU Code: SAU10 Event ID: ITB-20-011
16	22	Electronic submission (eTendering) requirements	<ul> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted. If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB.</li> </ul>

17	25	Date, time and venue for the opening of bid	Date and Time: July 6, 2020 12:00 PM  Venue: United Nations Office in Riyadh  In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	August 1, 2020
20		Maximum expected duration of contract	1 year, extended to 1+1 years based on evaluation (total of 3 years)
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Goods and/or Services to UNDP , Long Term Agreement <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html

### Section 4. Evaluation Criteria

### **Preliminary Examination Criteria**

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity

### **Minimum Eligibility and Qualification Criteria**

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		-
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>Export/Import Licenses, if applicable</li> </ul>	Form B: Bidder Information Form

QUALIFICATION		
History of Non- Performing Contracts <sup>1</sup>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 5 years of relevant experience.	Form D: Qualification Form
Previous Experience Financial Standing	Minimum 4 contracts of similar value, nature and complexity implemented over the last 5 years.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Minimum average annual turnover of SAR 400,000 for the last 3 years.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Financial Standing Technical Evaluation	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.  Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)  Comparison with budget/internal estimates.	Form F: Price Schedule Form

<sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

# **Section 5a:** Schedule of Requirements and Technical Specifications/Bill of Quantities

#### **BACKGROUND**

The United Nations Development Programme (UNDP) Country Office in Riyadh, Saudi Arabia is planning to solicit proposals from interested companies for the provision of high quality general and HVAC maintenance services for United Nations Building at Diplomatic Quarters, Riyadh.

The total floor area of UN Building is 3,600 square feet. The office space consists of 3 floors: The proposed area consists of:

- 100+ Workstations positioned on different floors.
- 55 Offices and a reception area.
- 6 female and 8 male toilets.
- One Conference Hall and two Meeting rooms.
- Swimming Pool toilets.
- Outside compound within fence (Garden with parking area) plus Guards room.
- Two staircases.
- One Cafeteria.

### BASIC CONDITIONS BINDING FOR THE COMPANY/CONTRACTOR

- 1. All Personnel (including a supervisor), equipment and materials are to be provided by the company/contractor. The company/contractor will ensure that all personnel as per bid documents are present for duty. If any person is not able to join in the scheduled duty, replacement should be made with prior information to the office.
- 2. Additional personnel, such as, laborers are to be provided upon request by the office.
- 3. All personnel are to be dressed in uniform with name/identification badges of the company/contractor.
- 4. The contractor should provide a list of all consumable parts along with it's change/replacement schedule, brands and part numbers.

#### **HVAC (AIR-CONDITIONING) MAINTENANCE SERVICES:**

- a) Contractor should fix a monthly preventive maintenance programme with at least one visits per week and get approved by UNDP.
- b) Contractor should provide the following professional maintenance services for the building environmental mechanical system(s) comprised of the equipment listed on Annex I (HVAC equipment at UN Building);
- c) Test and Inspect: Visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:
- d) TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- e) INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and /refrigerant leaks, etc.

#### PREVENTIVE MAINTENANCE

- a) Clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:
- b) CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump, and float; chiller, condenser and boiler tubes, etc.
- c) ALIGNING belt drives; drive couplings; air fins, etc.
- d) CALIBRATING safety controls; temperature and pressure controls, etc.
- e) TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fitting; damper sections, etc.
- f) ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- g) LUBRICATING motors; fan and damper bearings; value stems; damper linkages; fan vane linkage, etc.
- h) PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

Contractor should ensure availability of spare parts and should be ready to respond to any emergency calls (24/7).

#### GREEN PROCUREMENT CONSIDERATIONS

Green procurement is defined as the purchase of products and services which have less impact on the environment and human health compared with competing products or services that serve the same purpose. The contractor should use cleaning consumables that:

- a) Energy efficient and greenhouse friendly products;
- b) Products that water efficient and reduce water use;
- c) Less toxic products to reduce health effects;
- d) Products that use fewer resources or in other ways create reduced environmental impacts throughout their life cycle;
- e) Products made from recycled materials, such as recycled road construction materials;
- f) Recycled green organics and recycled plastic products.

Contractor should mention Environmental Quality Standards for his materials and services (Environmental Labels, ISO standards, eco-labels, etc.).

The contractor should prove in their offer using sustainable maintenance techniques and equipment.

# **Section 5b:** Other Related Requirements

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 fulfillment of the requirements:

Exact Address of Delivery/Installation Location	United Nations Building Abdullah Al Sahmi Street As Safarat District Building Number: 7840 Zip Code: 12513-2988
Scope of Training on Operation and Maintenance	All maintenance personals should carry suitable certifications proving their ability to execute the service
Warranty Period	2 years on parts unless the life span of the part is less than 2 years 6 months – 12 months on services
After-sale services Requirements	<ul><li>☑ Warranty on Parts and Labor for minimum period of 2 years</li><li>☑ Technical Support</li></ul>
Payment Terms (max. advanced payment is 20% as per UNDP policy)	100% within 30 days upon UNDP's acceptance of the service delivered as specified and receipt of invoice It's the contractor's responsibility to submit the invoice within 7 days of delivery of service or UNDP will not be held responsible for payment delay.
Conditions for Release of Payment	<ul> <li>✓ Inspection upon arrival at destination</li> <li>✓ Installation</li> <li>✓ Testing</li> <li>✓ Signed preventive maintenance sheet</li> </ul>
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English

# **Section 6:** Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

#### **Technical Bid:**

Have you duly completed all the Returnable Bidding Forms?	
<ul><li>Form A: Bid Submission Form</li></ul>	
<ul> <li>Form B: Bidder Information Form</li> </ul>	
<ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>	
Form D: Qualification Form	
<ul> <li>Form E: Format of Technical Bid/Bill of Quantities</li> </ul>	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

#### **Price Schedule:**

■ For
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### Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-SAU-20-011		

We, the undersigned, offer to supply the goods and related services required for Long Term Agreement (LTA) for the Provision of HVAC Preventive Maintenance for UN House in accordance with your Invitation to Bid No. ITB-SAU-20-011 and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name:	 	 	 
Title:	 	 	 
Date:	 	 	 
Signature:	 	 	 

[Stamp with official stamp of the Bidder]

# Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	$\square$ Yes $\square$ No $\square$ If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	$\square$ Yes $\square$ No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may	Name and Title: [Complete]

contact for requests for	Telephone numbers: [Complete]
clarifications during Bid evaluation	Email: [Complete]
Please attach the following documents:	<ul> <li>Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> <li>Certificate of Incorporation/ Business Registration</li> <li>Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>IDs and entry documents of the workers providing the service.</li> <li>Breakdown of workers salaries and entitlement showing fair labor wages</li> <li>A signed statement attesting compliance of all government regulations related to the company's commercial activities</li> <li>Trade name registration papers, if applicable</li> <li>Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li>Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures</li> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.</li> <li>Export Licenses, if applicable</li> <li>Local Government permit to locate and operate in assignment location, if applicable</li> <li>Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located</li> </ul>
	outside the country

# Form C: Joint Venture/Consortium/Association Information Form

Name	e of Bidder:	[Insert Name of Bio	dder]			Date:	Select date	
ITB re	ference:	ITB-SAU-20-011						
To be	completed and r	returned with your Bi	d if the Bid i	s submi	tted as a Joii	nt Ventu	re/Consortiu	m/Association.
No	Name of Partner and contact information (a telephone numbers, fax numbers, e-mail address)				_	pe of go		onsibilities (in services to be
1	[Complete]				[Complete]			
2	[Complete]				[Complete]			
3	[Complete]				[Complete]			
Associated every contract when he had been dependent on the second of the second every contract when the second every contract which the second every contract which the second every cont	iation during the rent a Contract is act execution)  we attached a contracture of and the ter of intent to the reby confirm the	the JV, Consortium, ITB process and, in awarded, during  opy of the below rei the confirmation of j  form a joint venture at if the contract is any y liable to UNDP for	oint and sev OR warded, all p	cument verable יע 🗆 parties c	liability of the V/Consortium of the Joint V	ne memb m/Assoc 'enture/	pers of the sa ciation agree Consortium/	aid joint venture
Name	e of partner:			Name of partner:				
Signature:				Signature:				
Date:				Date:				-
Name	e of partner:			Name	of partner: _			
Signa	ture:			Signature:				

### Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-SAU-20-011		

If JV/Consortium/Association, to be completed by each partner.

### **History of Non- Performing Contracts**

□Non-performing contracts did not occur during the last 3 years								
☐ Contract	☐ Contract(s) not performed in the last 3 years							
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)					
		Name of Client: Address of Client: Reason(s) for non-performance:						

# **Litigation History** (including pending litigation)

□ No litiga	□ No litigation history for the last 3 years							
☐ Litigation History as indicated below								
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)					
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:						

# **Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

## **Financial Standing**

Annual Turnover for the last 3 years	Year Year Year	USD USD USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years						
	Year 1	Year 2	Year 3				
	Information from Balance Sheet						
Total Assets (TA)							
Total Liabilities (TL)							
Current Assets (CA)							
Current Liabilities (CL)							
	Infor	mation from Income State	ment				
Total / Gross Revenue (TR)							
Profits Before Taxes (PBT)							
Net Profit							
Current Ratio							

□ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

#### Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-SAU-20-011		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

### SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

### **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 description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

Goods and services to be Supplied and	Your response						
Technical Specifications		with technical fications	Quality Certificate/Export	Comments			
	Yes, we comply	No, we cannot comply (indicate discrepancies)	<b>Licenses, etc.</b> (indicate all that apply and attach)				
Contractor should fix a monthly preventive							
maintenance programme with at least one							
visits per week and get approved by UNDP.							
Test and Inspect: Visually INSPECT and TEST							
equipment to determine its operating							
condition and efficiency. Typical activities							
include:							
TESTING for excessive vibration; motor							
winding resistance; refrigerant charge; fan							
RPM; refrigerant oil (acid); water condition;							
flue gas analysis; safety controls; combustion							
and draft; crankcase heaters; control							
system(s), etc.							
INSPECTING for worn, failed or doubtful parts;							
mountings; drive couplings; oil level; rotation;							
soot; flame composition and shape; pilot and							
igniter; steam, water, oil and /refrigerant							
leaks, etc.							
Technical responsiveness/Full compliance to requirements							
Validity of Quotation, 60 days							
The vendor is not being included in the UN							
Security Council 1267/1989 list, UN							
Procurement Division List or other UN							
Ineligibility List							
Full acceptance of the Contract General Terms							
and Conditions							

Other Related services and requirements	Compliance	with requirements	Details or comments on the related requirements
(based on the information provided in Section 5b)	Yes, we comply	No, we cannot comply (indicate discrepancies)	
Warranty			
Local Service Support			

#### **SECTION 3: Management Structure and Key Personnel**

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

# **Format for CV of Proposed Key Personnel**

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
Qualifications	[Insert]
Professional certifications	<ul> <li>[Provide details of professional certifications relevant to the scope of goods and/or services]</li> <li>Name of institution: [Insert]</li> <li>Date of certification: [Insert]</li> </ul>
Employment Record/ Experience	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
	[Insert]
	[Provide names, addresses, phone and email contact information for two (2) references]
References	Reference 1: [Insert]
	Reference 2: [Insert]

I, the under	signed, certify	/ that to	the best	of my	knowledge	and	belief,	the dat	a provided	above	correctly
describes my	y qualification	s, my ex	periences,	and of	her relevant	infor	mation	n about	myself.		

Signature of Personnel	Date (Day/Month/Year)

### FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-SAU-20-011		

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all services to be provided. Separate figures must be provided for each functional grouping or category, if any.

Cost Type	Unit Frequency per annum	Cost in SAR fixed for Year 1	Cost in SAR fixed for Year 2	Cost in SAR fixed for Year 3	Grand Total
1. Cost per unit for regular inspection as part of planned maintenance including cost of all consumables and labor (At least one visit per week)	Quarterly Invoice				
2. Rate for	Hourly rate per				
emergency maintenance e.g. shut	technician (estimated to				
down and restarting	approx. 100 hours				
of system etc.	per calendar year)				
<b>Total Cost</b>					

### Percentage Mark Up

Note: UNDP will require (on demand) services of Installation of	Percentage Mark up on
new/additional equipment comprising specialist items such as	supply/installation
small/portable units, sensors and control systems, motors, compressors	materials and equipment
etc In the event that such services are needed, UNDP will verify	
proposed equipment and associated costs with market rates. Bidders	
are requested to provide their percentage mark-up on such	
supply/installation materials and equipment.	

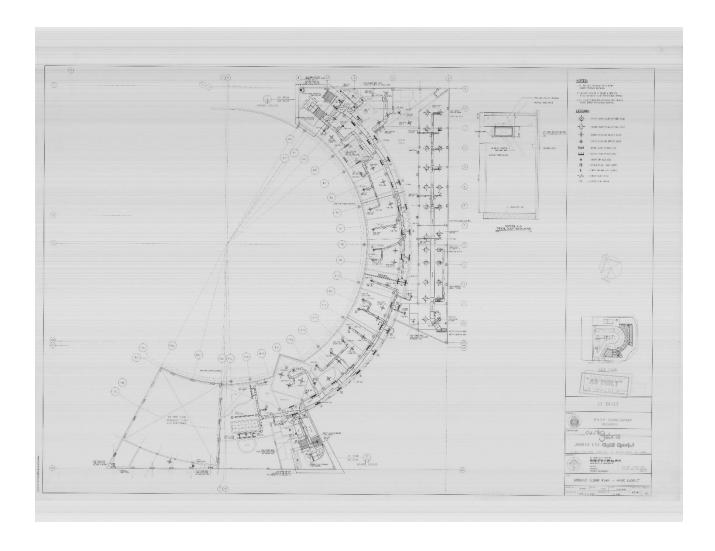
Name of Bidder:	
Authorised signature:	
Name of authorised signatory:	
Functional Title:	

### Annex I

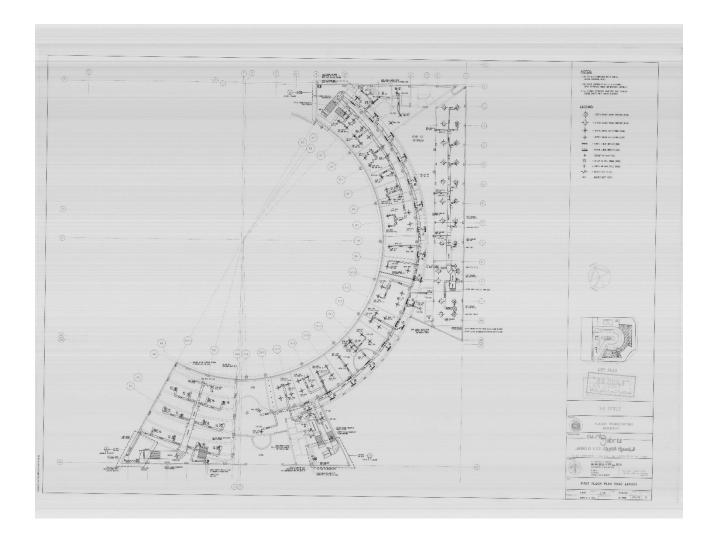
Equipme	nt De	tails			<b>ه</b> زة	فاصيل الاج
رقَم البِنْد Item No.	الكسية Qty،	الوصف Description	الموديل Model	الصائع Manufacturer	الرقم المتسلسل Serial No.	لسعة حصان Cap/Hp
1	1	Central Split	CX360	ZAMIL	CHGBB0050M	30
2	1	Central Split	CX180M	ZAMIL	CHGZN0023M	7.5
3	1	Central Split	ALPO15D	MCQuay	57H850102	7.5
4	1	Central Split	ALP037C	MCQuay	57H8507001	35
5	1	PACU	PY150	ZAMIL	CHGBB0058M	12.5
6	1	Central Split	38AUMD16A5	CARRIER	1818540687	7.5
7	1	Central Split	ALPO15D	MCQuay	57h8507802	7.5
8	1	Central Split	CX180M	ZAMIL	CHGZN0022M	7.5
9	1	PACU	PAB150N2HA	MCQuay	L973394945	12.5
10	1	PACU	50TCMD14A5	CARRIER	4818533211	12.5
11	1	Split type	38QHB024HS	CARRIER	200170095	2
12	1	Split type	38QHB024HS	CARRIER	780970096	2
13	1	Split type	YTHA180SAADA	YORK	50600264410080	1.5
14	1	Split type	38QHB024HS	CARRIER	200170094	2
15	1	Split type	38QHB024HS	CARRIER	200170096	2 -
16	1	Window type	51HVR243M	CARRIER	EH45302497	2
17	1	Window type	51HVR243M	CARRIER	EH45302496	2
18	1	Split type	AR24KQFHRWKXN	SAMSUNG	0E32PDOH500343V	2
19	1	Split type	AR18KQFHCWKXI	SAMSUNG	0DF9PDOH600704A	1.5
20	1	Split type	AR18KQFHCWKXI	SAMSUNG	0DF9PDOH600697J	1.5
21	1	Split type	AR24KQFHRWKXI	SAMSUNG	0E32PDOH500337A	2
22	1	Split type	GWH24AC	GREE	N/A	2
23	1	Split type	GWH24AC	GREE	N/A	2
24	1	Window type	N/A	SPEED COOL	N/A	2
a consequence	24					166.5

### Annex II

### **Ground Floor Drawing**



### First Floor Drawing



### Second Floor Drawing

