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# INVITATION TO BID

## **Renovation United Nations Building in Riyadh, Kingdom of Saudi Arabia**

ITB No.: ITB-SAU-21-002

Project: United Nations Building

Country: Saudi Arabia

Issued on: 14 March 2021

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## Section 1. Letter of Invitation

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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
  - Form A: Bid Submission Form
  - Form B: Bidder Information Form
  - Form C: Joint Venture/Consortium/Association Information Form
  - Form D: Qualification Form
  - Form E: Format of Technical Bid
  - Form F: Price Schedule
  - Form G: Form of Bid Security
  - Form G.1: Template for Bid Security Confirmation
  - Form H Performance Security
- Annex 1: BOQ (Attached separately)**
- Annex 2: Civil Architectural**
- Annex 3: Drawings**
- Annex 4: Civil Interior Technical Specifications**
- Annex 5: ID Schematic Drawings**
- Annex 6: CMJ Sketches**
- Annex 7: 3D Visual**
- Annex 8: MECHANICAL & ELECTRICAL SPECIFICATIONS**
- Annex 9: HVAC LOAD CALCULATION**
- Annex 10: Civil\_Interior Technical Specifications**

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.

In case your company is not registered in the E-Tendering Module, please use the following temporary username and password to register your company/firm:

Username: event.guest

Password: why2change

Bidders who will be registered on the e-tendering will be able to download the complete bidding documents from the e-tendering website at <https://etendering.partneragencies.org>

"Bidders can download the complete tender documentation from the e-Tendering upon registration".

You may also utilize the "Accept Invitation" function in the 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.

The Procurement notice includes the details of the UNDP focal person and the email provided as per the following details:

- The bidders are encouraged to attend the Pre-Proposal conference for a complete understanding of the scope of service before sending the formal proposal to UNDP.

Time: 14:00 hrs Riyadh time (GMT+3)

Date: **March 23, 2021 2:00 PM**

Venue : (Virtual) Zoom Meeting

**Join on your computer or mobile app**

<https://undp.zoom.us/j/84506444205>

Meeting ID: 845 0644 4205

- The bidders also are encouraged to conduct the site visit for a complete understanding of the scope of work:

**Optional Site Visit:** on 20 and 27 March 2021, bidders should send their contact details on the Thursday before the site visit date

If you need further information, please feel free to contact the following:

**Name:** Mohammed Abbas HASSAN

**Email:** [mohammed.abbas@undp.org](mailto:mohammed.abbas@undp.org)

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

Issued by

Mohammed Abbas Hassan

Name: Mohammed Abbas HASSAN

Title: Procurement Analyst

Date: **March 14, 2021**

Approved by:



Name: Mohammed Siddig Mudawi

Title: Deputy Resident Representative

Date: **March 14, 2021**

## Section 2. Instruction to Bidders

### GENERAL PROVISIONS

1. Introduction	<p>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></p> <p>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.</p> <p>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.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<a href="http://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.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>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></p> <p>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.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(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;</p> <p>(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.</p> <p>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></p>
3. Eligibility	<p>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</p>

	<p>these organizations.</p> <p>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.</p>
<b>4. Conflict of Interests</b>	<p>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:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>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.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> <li>a) 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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>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.</p>
<b>B. PREPARATION OF BIDS</b>	
<b>5. General Considerations</b>	<p>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 rejection of the Bid.</p> <p>5.2 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 the UNDP accordingly.</p>

<b>6. Cost of Preparation of Bid</b>	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.
<b>7. Language</b>	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.
<b>8. Documents Comprising the Bid</b>	8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	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.
<b>10. Technical Bid Format and Content</b>	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>11. Price Schedule</b>	<p>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.</p> <p>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.</p>
<b>12. Bid Security</b>	<p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p>



	<p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> </ul>
<b>13. Currencies</b>	<p>13.1 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:</p> <ul style="list-style-type: none"> <li>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</li> <li>b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</li> </ul>
<b>14. Joint Venture, Consortium or Association</b>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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 the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience</p>

	<p>should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>14.6 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<b>15. Only One Bid</b>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <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> <li>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 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.</li> </ul>
<b>16. Bid Validity Period</b>	<p>16.1 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.</p> <p>16.2 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.</p>
<b>17. Extension of Bid Validity Period</b>	<p>17.1 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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>

<b>18. Clarification of Bid (from the Bidders)</b>	<p>18.1 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.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 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.</p>
<b>19. Amendment of Bids</b>	<p>19.1 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.</p> <p>19.2 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.</p>
<b>20. Alternative Bids</b>	<p>20.1 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.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
<b>21. Pre-Bid Conference</b>	<p>21.1 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.</p>

### C. SUBMISSION AND OPENING OF BIDS

22. Submission	<p>22.1 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.</p> <p>22.2 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.</p> <p>22.3 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.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> <li>i. Bear the name of the Bidder;</li> <li>ii. Be addressed to UNDP as specified in the BDS; and</li> <li>iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
Email and eTendering submissions	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> <li>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> <li>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</li> </ol> <p>22.6 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/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a></p>
23. Deadline for Submission of Bids and Late Bids	<p>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</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>

<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<p>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.</p> <p>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"</p> <p>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.</p> <p>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.</p>
<b>25. Bid Opening</b>	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 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.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
<b>D. EVALUATION OF BIDS</b>	
<b>26. Confidentiality</b>	<p>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.</p> <p>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.</p>
<b>27. Evaluation of Bids</b>	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> <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> </ul>

	<p>b) Evaluation of prices</p> <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
<b>28. Preliminary Examination</b>	<p>28.1 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.</p>
<b>29. Evaluation of Eligibility and Qualification</b>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <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> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<b>30. Evaluation of Technical Bid and prices</b>	<p>30.1 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.</p>
<b>31. Due diligence</b>	<p>31.1 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:</p> <ul style="list-style-type: none"> <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> </ul>

	<ul style="list-style-type: none"> <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>
<b>32. Clarification of Bids</b>	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 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.</p> <p>32.3 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.</p>
<b>33. Responsiveness of Bid</b>	<p>33.1 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.</p> <p>33.2 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.</p>
<b>34. Nonconformities, Repairable Errors and Omissions</b>	<p>34.1 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.</p> <p>34.2 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.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>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;</li> <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> <li>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.</li> </ul> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>

**E. AWARD OF CONTRACT**

<b>35. Right to Accept, Reject, Any or All Bids</b>	35.1 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.
<b>36. Award Criteria</b>	36.1 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.
<b>37. Debriefing</b>	37.1 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.
<b>38. Right to Vary Requirements at the Time of Award</b>	38.1 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.
<b>39. Contract Signature</b>	39.1 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.
<b>40. Contract Type and General Terms and Conditions</b>	40.1 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>
<b>41. Performance Security</b>	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
<b>42. Bank Guarantee for Advanced Payment</b>	42.1 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 <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20</a>



	<a href="#">and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a>
<b>43. Liquidated Damages</b>	43.1 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.
<b>44. Payment Provisions</b>	44.1 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.
<b>45. Vendor Protest</b>	45.1 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>
<b>46. Other Provisions</b>	<p>46.1 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.</p> <p>46.2 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.</p> <p>46.3 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></p>

## 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	<p>Will be Conducted</p> <p>1. The bidders are encouraged to attend the Pre-Bid Meeting for a complete understanding of the scope of service before submitting the formal offer to UNDP.</p> <p>Time: 14:00 hrs. Riyadh time (GMT+3)</p> <p>Date: <b>March 23, 2021 2:00 PM</b></p> <p>Venue : Microsoft Teams</p> <p><b>Join on your computer or mobile app</b></p> <p><a href="https://undp.zoom.us/j/84506444205">https://undp.zoom.us/j/84506444205</a></p> <p>Meeting ID: 845 0644 4205</p> <p>One tap mobile</p> <p>+13462487799,,84506444205# US (Houston)</p> <p>+16465588656,,84506444205# US (New York)</p> <p>Dial by your location</p> <p>+1 346 248 7799 US (Houston)</p> <p>+1 646 558 8656 US (New York)</p> <p>+1 669 900 9128 US (San Jose)</p> <p>+1 253 215 8782 US (Tacoma)</p> <p>+1 301 715 8592 US (Washington DC)</p> <p>+1 312 626 6799 US (Chicago)</p> <p>Meeting ID: 845 0644 4205</p> <p>Find your local number:</p> <p><a href="https://undp.zoom.us/j/kfgqXMqhw">https://undp.zoom.us/j/kfgqXMqhw</a></p>

			<p>2. The bidders are highly encouraged to conduct an <b>optional</b> physical site visit for having a complete understanding of the Scope of Work before sending a formal bid to UNDP.</p> <p>The site visit could be conducted on <b>March 20, 2021 10:00 AM</b> (GMT+3) and <b>March 27, 2021 10:00 AM</b> (GMT+3)</p> <p>Please send your request to conduct a site visit on/before the Thursday before the site visit date. The UNDP focal point for the arrangement is:</p> <p>Name: Mohammed Abbas</p> <p>Telephone: +966 11 488 5301 Ext 118</p> <p>E-mail: <a href="mailto:mohammed.abbas@undp.org">mohammed.abbas@undp.org</a></p>
5	16	Bid Validity Period	120 days
6	13	Bid Security	<p><input checked="" type="checkbox"/> Required equal to: <b>US\$20,000 or SAR 75,000.00</b></p> <p>In the name of <b>Resident Representative, UNDP- Saudi Arabia</b></p> <p><b>Bid Security Validity: 150 Days from the date of the deadline.</b></p> <p>IMPORTANT: Please note if the submitted bid security's validity is less than 150 days from the date of the bid submission deadline, the bid will be rejected.</p> <p>In case of extension of the bid, the bid security will be counted from the date of the initial bid submission deadline.</p> <p><b>Acceptable forms of Bid Security:</b></p> <p>Bank Guarantee as per the template provided in Form G: Form of Bid Security (<b>See Form G for template</b>) OR Any Bank-issued Cheque/ Certified Cheque</p> <p><b>Note: Bids without bid security will neither be accepted nor be included in the evaluation process. Bid with a personal or uncertified Cheque will not be accepted.</b></p> <p>Note: Personal and uncertified cheques are not acceptable and lead to rejection.</p> <p>Note: Bidders are also required to complete Form G1 (<b>See Form G1 for template</b>) Confirmation of Bid Security Information and submit the signed form with the bid.</p> <p><b>UNDP reserves the right to reject any bid security when the information provided above cannot be verified by UNDP</b></p>

7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: <b>0.5%</b> . Max number of days of delay <b>30 Calendar days</b> , after which UNDP may terminate the contract.
9	40	Performance Security	<p><input checked="" type="checkbox"/> Required</p> <p>Amount: 10% of the total contract value in Form of:</p> <ol style="list-style-type: none"> <li>Bank guarantee OR Certified Cheque issued by a reputable bank (shall be in accordance with Form included in the Invitation to Bid (Section-9);</li> <li>Should be submitted within 15 days upon issuance of letter of intent/contract.</li> <li>The proceeds of the Performance Security shall be payable to UNDP as compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract.</li> <li>The Performance Security shall be denominated in the currency of the contract valid for a period of 6 months to cover the defect liability period.</li> <li>If, within 12 months after the provision of 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> </ol> <p>Upon successful completion of the Defect Liability period of 12 months and issuance of the final completion certificate, UNDP will return the Performance Security to the bidder. Please refer to general terms and conditions clause 47.1</p> <p>Note: Additional performance security will be required for the specific equipment with a warranty above One year covering the period in accordance with the compliance sheet. The successful Contractor will be required to submit additional Performance Security/s for the required equipment.</p>
10	12	Currency of Bid	<p>United States Dollar; or Local currency (Saudi Riyals)</p> <p>Method for Currency Conversion: UN Operational Exchange Rate prevailing on the closing date of submission of Bids.</p>

11	31	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Mohammed Abbas HASSAN  Address: UNDP, Saudi Arabia  E-mail address: <a href="mailto:mohammed.abbas@undp.org">mohammed.abbas@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission unless UNDP determines that such an extension is necessary and communicates a new deadline to The Proposers.</p>
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	<p>For eTendering submission - as indicated in the eTendering system. Note that the system time zone is in EST/EDT (New York) time zone.</p> <p>The date and time visible on the main screen of the event (on the eTendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the E-Tendering portal and the system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly to the system.</p> <p><b>Try to submit your bid a day prior to or well before the closing time. Do not wait until the last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist.</b></p>
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering
15	22	Bid Submission Address	<p><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></p> <p>Event ID number: <b>SAU10 ITB-21-002</b></p>

16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> <li>Format: PDF files (Preferred)</li> <li>File names must be maximum of 60 characters long and must not contain any letter or special character other than from the Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> </ul> <p>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.</p>
17	25	Date, time and venue for the opening of bid	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	<p>Lowest priced technically responsive, eligible and qualified bid.</p> <p><b>Award Criteria:</b> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements, and Lowest price offer of technically qualified/responsive Bid</p> <p><b>Evaluation Criteria:</b> It will consist of 3 stages, namely stage of:</p> <ol style="list-style-type: none"> <li>Preliminary Evaluation, Eligibility and Qualification Assessment.</li> <li>Technical Evaluation; and</li> <li>Financial Evaluation.</li> </ol> <p>Please refer to the detailed evaluation criteria in <b>ITB SECTION 4: EVALUATION CRITERIA.</b></p>
19		The expected date for commencement of Contract	<i>May 30, 2021</i>
20		Expected duration of the contract	6 months
21	35	UNDP will award the contract to:	One Bidder based on technical qualification and offering the lowest price.
22	39	Type of Contract	<p>Contract for Civil Works</p> <p><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></p>
23	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Works</p> <p><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></p>
24		Post Qualification Actions	<p>➤ Verification of accuracy, correctness and authenticity of the information provided by the</p>

			<p>Proposer on the legal, technical and financial documents submitted;</p> <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;</li> <li>➤ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> <li>➤ Assessment of Contractors current workload for ongoing projects.</li> <li>➤ Ocular Inspections/Visits to the previously completed projects for other clients.</li> <li>➤ Ocular Inspection of current Office, equipment possessed, and ongoing construction sites handled by the company</li> </ul>
		Fraud, Corruption, Collusion, Unethical practices, and Obstruction	<p>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 <a href="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</a> and <a href="http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest">http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest</a> for full description of the policies)</p>
		Other Information Related to the ITB	<p>Bidders willing to apply as the Joint Venture (JV) must indicate in the bid that it is a JV undertaking; and provide JV agreement. Legally registered JV certificate will be required in case of selection but before contract signing in accordance with section 5 of this ITB. One of the partners MUST be Local representative to cater for the services that may be necessary during the defect liability period.</p> <p>Bids have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions.</p> <p>Below are some of the more common examples of why bids are rejected. Bidders are urged to read this before submission and to check that their bids conform to each of these points and the instructions as noted in the bidding documents.</p> <ol style="list-style-type: none"> <li>1. Mandatory documents were not submitted, such as Bid Submission Form, Bid Security, priced BoQ, ..etc.</li> <li>2. The bid is not signed as per the instructions in the ITB.</li> <li>3. Documents provided are not in English or Arabic.</li> </ol>

			<ol style="list-style-type: none"> <li>4. Documents provided do not directly address each point of the evaluation criteria;</li> <li>5. Too many missing documents;</li> <li>6. The bid is more like a brochure for the firm without specifically addressing the specific evaluation criteria of the ITB and TOR.</li> <li>7. Bid does not offer goods or services which have been specifically requested by UNDP in the Terms of Reference/ Scope of Works.</li> <li>8. The bidder declines or proposes a major deviation to UNDP General Conditions of Contract.</li> </ol>
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## Section 4. Evaluation Criteria

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### 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
- Bid Security submitted as per ITB requirements with a compliant validity period
- Priced BOQs as per the format requested.
- Required the documents stipulated in the Form B.

### 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
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	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



<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	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
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"> <li>▪ Certificate of Registration of the business; including Articles of Incorporation, or equivalent document if Bidder is not a corporation.</li> <li>▪ Official appointment as a 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 the technologies submitted in the Bid is patented by the Bidder</li> <li>▪ Provide the legally registered JV certificate in case of selection but before contract signing in accordance with section 5 of this ITB. One of the partners <b>MUST</b> be a Local representative to cater to the services that may be necessary during the defect liability period.</li> </ul> <p>(Note: The Bidders that are not registered with the relevant Ministry/authorities in Saudi Arabia, shall be required to obtain permission from the Government Authorities to undertake construction activities in Saudi Arabia; if they are awarded any contracts).</p>	Form B: Bidder Information Form/ Company Registration Certificates
	<ul style="list-style-type: none"> <li>▪ Confirmation to obtain essential Approvals and Permitting from relevant Authority to undertake the works. (Submit confirmation of responsibility)</li> </ul>	Confirmation Letter
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 7 years of relevant experience in the Construction/Rehabilitation/Renovation field <b><u>including internal design/implementation of designed projects.</u></b>	Form D: Qualification Form
	<ul style="list-style-type: none"> <li>➤ Minimum <b>2 similar contracts</b> for Renovation/rehabilitation/construction of medium to large scale buildings successfully completed during the last ten (10) years,</li> <li>➤ Minimum <b>1 similar contract</b> for (Construction/Rehabilitation/Renovation of a building) <b><u>including internal design/implementation of designed projects.</u></b> amounting equivalent to/or more than <b>US\$500,000.00/-</b> successfully completed</li> </ul>	Form D: Qualification Form  Submitted Statement of Satisfactory

<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.

	<p>during the last ten (10) years.</p> <p><i>Please provide contact details and photos of the implemented projects.</i></p> <p>➤ Statement of Satisfactory Performance from the Top [two] Clients in terms of Contract Value for the last four years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet the requirement).</i></p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet the requirement).</i> In case the Lead party has a share above 50% they must meet the requirement of a minimum of 1 project in similar in nature Renovation/Rehabilitation/Construction of building not less than the equivalent of US\$500,000,000/;</p>	documents
<b>Financial Standing</b>	<p>The minimum annual turnover <u>should be equivalent to US\$700,000</u> in any single year for the last 5 years (2015-2016-2017-2018-2019). The bidders having completed a certified audited financial statement for 2020 can also submit the report which will be considered for evaluation.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet the requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet the requirement).</i></p> <p>✓ <b>Submission of D&amp;B Report or other similar ratings</b></p> <p>Note: Additionally, UNDP may request other financial documents such as Credit Line Facility, Bank Statements etc. in order to see the bidders' financial soundness (if required).</p> <p>UNDP shall verify the financial capacity of the bidder and has the authority to seek references from concerned parties &amp; banks on the bidder' financial standing.</p> <p>UNDP had the right to reject any bid if submitted by a contractor whose investigation leads to a result that he is not Financially capable and/ or had serious financial problems.</p> <p><b>UNDP has zero-tolerance for fraud and corruption, meaning that UNDP vendors are not to engage in fraud or corruption. Vendors engaged in fraud and corruption will be subject to sanctions. Fraud includes the submission of fraudulent or misrepresented documents, such as bid securities and financial statements.</b></p>	Form D: Qualification Form
<b>Technical Evaluation</b>	<p>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. Bids do not comply with technical requirement and bid's compliance sheets will be rejected and the offer will be disqualified accordingly.</p>	Form E: Technical Bid Form
<b>Financial Evaluation</b>	<p>✓ Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.</p>	Form F: Price Schedule Form

	<ul style="list-style-type: none"> <li>✓ 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)</li> <li>✓ Comparison with budget/internal estimates.</li> <li>✓ Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.</li> <li>✓ 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.</li> <li>✓ <b>Price Deviation:</b> Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation. In case of Unbalanced pricing (i.e. despite an acceptable total evaluated price, the price of one or more BoQ line items is significantly over or understated), UNDP had the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable Risk to UNDP.</li> </ul>	
<b>Proposed Staff</b>	<p>The bidder shall submit CVs of the below proposed key personnel:</p> <ul style="list-style-type: none"> <li>✂ <b>Project Manager/Civil Engineer:</b> A minimum of 10 years of experience of work of an equivalent nature and volume, should have a Degree B.SC. in Civil Engineering. The Engineer should perform at least 2 similar projects in the past as a Project Manager. The CV should be attached.</li> <li>✂ <b>Architecture Engineer/ Interior designer:</b> Degree in Architectural/interior design, minimum of 5 years of experience. The Engineer should perform at least 2 similar projects in the past as an interior designer.</li> <li>✂ <b>Site Electrical Engineer:</b> A minimum of 5 years of experience in Electrical works should have a B.SC. Electrical Engineering. The Engineer should perform at least 2 similar projects in the past. The CV should be attached.</li> <li>✂ <b>Qualified Mechanical Engineer:</b> A minimum of 5 years of experience in Mechanical works should have a B.SC. Mechanical Engineering. The Engineer should perform at least 2 similar projects in the past. The CV should be attached.</li> <li>✂ <b>QHSE Engineer:</b> B.SC in engineering minimum of 5 years of experience. The Engineer should perform at least 2 similar projects in the past as QHSE. The CV should be attached.</li> </ul>	Form E: Technical Bid Form Format for the CVs of Proposed Key Personnel
<b>Implementation timetable</b>	<p>Implementation timetable as per the requirement;</p> <p>Excepted 6 months</p>	Bidder should share the project implementation, as a Gantt Chart, Primavera programme or any other Project Schedule
<b>Warranty</b>	Warranty on the supplied goods and materials for a minimum period of 1	Bidder to submit a confirmation letter

	year from the date of handover.	on the provision of warranty
<b>Catalogue</b>	Catalogue and brochures must be submitted with performance datasheet and detailed drawing ( <i>where applicable</i> ) for each required equipment	submit product catalogue that shows performance parameters
<b>Site Visit</b>	The site visit is optional. the bidders are encouraged to conduct the site visit to have a better understanding of the requirements.	Site Visit Attendance
<b>Compliance Sheet</b>	<p>Compliance Sheets to be duly filled up and stamped indicating the details of the equipment to be offered along with manufacturer certification and test report, where applicable</p> <p>The bid should be fully compliant with the minimum technical requirements indicated in the compliance sheets</p>	Submit complete compliance sheets as per datasheet and ITB requirements

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

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### i. Background

United Nations House located in the Diplomatic Quarter. The compound is hosting different UN agencies, as well as, World Bank. The building is managed by United Nations Development Programme (UNDP), which is responsible for the provision of maintenance services and support to UN Agencies located in the House.

The United Nations Office in Saudi Arabia is undergoing some major renovation works that involved repartitioning of certain floors as well as changing the existing shape of the building. UNDP and World Bank striving to improve and standardize all its offices to match the changes in the modern building, to deliver high-quality customer services, improve staff productivity and efficiency towards the works, as well as, to provide a safe working environment for both its counterpart and staff.

UNDP is on the verge of accommodating additional staffing for UNDP and other agencies, Hence, UNDP would like to convert the current office space to cater to this new development. The initial assessment and aim of the project are to refurbish and carry out fit-out works.

### ii. Objective:

The Firm should be able to implement the proposed design for the office and propose a way forward for the construction phases of these facilities. The firm will perform the duties of the design and supervision of the works as per the approved design.

The design and construction works will ensure that the facilities are redesigned and constructed in compliance with the National Building in Saudi Arabia, as well as meet required compliance with other by-laws.

### iii. Scope of the Works

- The firm will implement the proposed design as annexes to this ITB.
- The scope of Services will generally involve some or all of the following items and activities listed below but it is not intended to be exhaustive:
  - Architectural Design and Project Management.
  - Renovation of Structural/Civil Engineering-if required
  - Quantity Surveying and Cost Management-if required
  - Revamping and upgrading HVAC Mechanical Engineering;
  - New Electrical/lighting Engineering Design
  - Fire Detection and Alarm System
  - Revamping wet rooms/plumbing
  - Other activities works/services as required. e.g. audiovisual, structured cabling and telecommunications
- The Firm should produce a shop drawing for the required works based on the agreed design.
- All proposed works (sketch design proposals) should be endorsed by UNDP Engineer prior to the detail documentation phase. UNDP has the right to add a scope or reduce scope to meet the requirements and standard of the Government.
- Propose materials that have features of high durability and standards and comply with Saudi Arabia Buildings authorities standard and guidelines;
- The works should provide a low-maintenance, environmentally friendly and efficient design to allow for reduced operational and maintenance costs;

#### **iv. General Preambles:**

1. For the sake of brevity, the terms "rates" shall be deemed to mean "lump sums, unit rates and l or prices" as and where applicable.
2. The Contract Price Schedule / Bills of Quantities shall be read in conjunction with the Contract and all referenced documents.
3. The Bill of Quantities, including all notes and instructions, form an integral part of the Contract Documents. However, the descriptions contained herein for each item are not necessarily complete. The Contractor must refer to the Conditions of Contract and other Documents, Specifications and Drawings as well as relevant Standards and Codes of Practice for further information as no claim or variation will be considered on account of the Contractors' failure to do so.
4. "All Quantities stipulated in the Bills of Quantities or other Bid Documents are approximate and are to be used only;
  - a. as a basis for estimating the probable cost of the work and
  - b. For the purpose of comparing the bids submitted for the work.
5. The actual amount of work done under each unit price items may differ from the estimated quantities. The basis of payment for work will be the actual quantities. The Contractor agrees that he will make no claim for additional charges, anticipated profits or otherwise on account of any difference between the amounts of work actually performed and the estimated amount. The Contractor is cautioned to familiarize himself with the full content of other Contract Documents including the Drawings and Specifications (or any other information that can be reasonably inferred from any of them) and all obligations contained in the documents shall be included in the lump sum tender price, even if specific items relating to them are not listed in this Bill of Quantities."
6. "All Contractors' rates shall include for, but not be limited to, the following where applicable and appropriate;
  - a) All costs associated with the supply of materials. Said costs shall include all taxes, duties, import costs, tariffs, mixing and preparation and all loading and transportation costs.
  - b) All labour and supervision costs, whether local or expatriate, including all welfare, social security, medical, protective clothing, taxes and all other outgoings.
  - c) Construction plant and equipment transport, small tools including fuel and consumables and all transportation costs to and from the Work Site.
  - d) Direct costs, expenses, overheads and profit for a complete performance of the Works.
  - e) Performance of the Works in accordance with actual Work Site Conditions (including total conditions) and local regulations.
  - f) Means of access to work areas with whatever equipment that circumstances dictate with safe working as the main consideration.
  - g) All costs associated with, and relative to, performing the Works in accordance with and working under the direction of Government and the local authority, safety, security and fire regulations. These costs shall include all time and expense, direct or indirect, in obtaining the requisite permits, etc, to carry out the Works.
  - h) Survey and layout engineering work necessary for setting out and accomplishing the Works, using benchmarks and control points designated by the Engineer.
  - i) Supply of any temporary roads, hardstanding required to perform the Works.

- j) Precautions to be taken to ensure the protection of the Works from damage caused by extremes of climatic conditions.
  - k) Making good and reinstatement of all areas including removal of all temporary works and leaving Work Site clean and tidy on completion.
- 7. The Contractor shall satisfy himself as to the meaning of every item in this Document and the rates and prices inserted by him will be deemed to cover all his obligations under the contract and all matters and things necessary for the proper construction and completion of the Works including, but not by any way of limitation, all temporary work required (including any that may be required by subcontractors, whether nominated or otherwise).
- 8. The Contractors' rates entered against the respective items shall be deemed to be fully inclusive rates for the finished works inferred by such items and shall include without limitation, all labour costs, wages, overtime, bonus, travelling, housing, holidays, pensions, national insurance, welfare and other payments, contributions, taxes, levies, or expenses payable in respect of labour as applicable under and in accordance with law, safety, health welfare, insurance, materials, consumables, constructional plant, machinery, equipment, transport, haulage, scaffolding, staging, appliances, temporary works, temporary services, stores, workshops, accommodation, fences, co-operation with other contractors, samples, preparation of shop drawings, testing, watching, lighting safety, security taxes, custom duties, supervision, overhead charges, profit as well as all other contingent expenses, liabilities, obligations, responsibilities and risk arising out of the Conditions of Contract, the Specifications and the other Contract documents, cleaning and clearing up and maintenance of the Works.
- 9. The Contractor shall employ a competent Designer / Engineer experienced in the co-ordination of Engineering and other installations to perform this duty. The Contractor shall arrange for its subcontractors to attend any necessary co-ordination meetings. Any amendments to the Builder's work drawings and Working Drawings consequent upon the co-ordination of the various installations shall be made by the Contractor or others concerned prior to such drawings being submitted to the Engineer for approval, all at the cost of the Contractor, and at no extra cost to the Employer.
- 10. The Contractor shall take measures and exercise caution to protect the site during the course of the works, as directed by, and to the entire satisfaction of the Clients Engineer / Representative including determining and recording all existing service routes. The contractor must be responsible for the protection of all existing services within the site and shall make good any damage to existing services resulting from his carrying out of the works to the satisfaction of the Clients Representative and relevant authorities at his own expense. The Contractor shall be responsible for giving notices to the relevant authorities where temporary or permanent re-routing of existing services is found to be necessary and shall provide attendance upon any Contractor's employed to carry out such re-routing and must Ensure continuity of services to other areas of the building.
- 11. The Contractor shall provide any necessary temporary water, electricity, lighting and other services as required.

## **V. Notes;**

- 1. Bidder/s / Contractors to provide a Compliance Statement that all the terms and conditions of the received tender documents fully complies.
- 2. Any technical proposal or document submitted within their tender offer is not binding to the Client, and

its review shall not replace any approval process required within the Contract documents.

3. Bidder/s / Contractors have visited the site and/or have considered all the relevant site conditions/ constraints within their offer.
4. Bidder/s / Contractors to confirm that they have adequate resources to execute the project in line with the programmed given their current project commitments. Bidder/s / Contractors to provide labour histogram/forecast numbers to complete the works.
5. Bidder/s / Contractors to confirm that their offer includes the responsibility to develop and submit shop drawings, material submittals, engineering calculations and the like as required by the Specification & Contract.
6. Bidder/s / Contractors to confirm that their offer includes the development and submission of method statements, risk assessments and other documentation as required by the Contract documents
7. Bidder/s / Contractors to confirm that all testing, commissioning and test & commissioned data certificates including any third-party testing, as required by the Specification and Contract is included within their offer.
8. Bidder/s / Contractors to confirm that samples and mock-ups, where applicable or requested, are considered within their offer.
9. Bidder/s / Contractors to submit/provide a list of RFI's & send it to Engineer/Client Representative asking clarity for any confusions or missing information.
10. Bidder/s / Contractor should develop the detailed bill of quantities (including verifying Quantities and unit rates) under each heading given below. Items and the quantities shown under each heading/descriptions are indicative only. It is the Contractor's responsibility to identify and develop the detailed bill for all items that represents the Work in order to provide the Lump Sum Price and no alteration of any description in the given BOQ is allowed.
11. All Works should be done in full compliance with Local Authorities rules and regulation and finally approved by Building Management.



## 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: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	DDP
Exact Address of Delivery/Installation Location	United Nations Building Ibn El-Nafis Roundabout 9, Riyadh, Saudi Arabia
Mode of Transport Preferred	N/A
UNDP Preferred Freight Forwarder, if any <sup>2</sup>	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Customs, if required, clearing shall be done by:	Supplier
Ex-factory / Pre-shipment inspection	As per BoQs
Inspection upon delivery	As per BoQs
Installation Requirements	As per BoQs
Testing Requirements	As per BoQs
Scope of Training on Operation and Maintenance	N/A
Commissioning	As per BoQs
Warranty Period	<p>A minimum warranty of One year for the supplied equipment and After-Sales service. Defect liability for one year for the building;</p> <ul style="list-style-type: none"> <li>➤ Defect liability for one year for the building;</li> <li>➤ A minimum warranty of One year for the supplied equipment and After-Sales service; or</li> <li>➤ Two years for the items as per corresponding Compliance sheets</li> <li>➤ Provide extended warranty for one year after completion of test and balance work,</li> <li>➤ during which time the Owner and/or Engineer may at their discretion, request</li> <li>➤ rechecking or resetting of any equipment which was not balanced in accord with</li> <li>➤ specifications. Provide technicians to assist as required in making such tests</li> </ul>

<sup>2</sup>A factor of the Incoterms stipulated in the ITB. The use of a UNDP preferred freight forwarder may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.

Local Service Support	Local representative/agency for supplied machinery will be required
Technical Support Requirements	As per BoQs
After-sale services Requirements	<input checked="" type="checkbox"/> Warranty on Parts and Labor for a minimum period of one year.
Payment Terms <i>(max. advanced payment is 20% as per UNDP policy)</i>	<ul style="list-style-type: none"> <li>• Payment will be processed on monthly basis based on the monthly measurement of completed works certified by the supervisor engineer.</li> <li>• Payment will be process based on BoQ items descriptions.</li> <li>• The payment will be processed for 90% of the amount of the completed works, the 10% will be deducted as a retention amount from each progress payment that will be processed upon issuing substantial acceptance of works.</li> <li>• Payment will be processed as mentioned above within 30 days upon UNDP's acceptance of the works as based on a written acceptance certificate of completed actual works.</li> </ul>
Conditions for Release of Payment	<ol style="list-style-type: none"> <li>1. Payment will be processed on monthly basis based on monthly measurement of completed works certified by the supervisor engineer;</li> <li>2. Payment will be process based on BoQ items descriptions; and;</li> <li>3. The payment will be processed for 90% of the amount of the completed works, the 10% will be deducted as a retention amount from each progress payment that will be processed upon issuing substantial acceptance of works.</li> </ol> <p>Payment will be processed as mentioned above within 30 days upon UNDP's acceptance of the works as based on written acceptance certificate of completed actual works</p>
All documentation, including catalogues, instructions and operating manuals, shall be in this language	English; and/or Arabic

## 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:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ Form A: Bid Submission Form <b>(Mandatory)</b>	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form with clear roles and responsibilities, if applicable	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form G: Form of Bid Security/Certified Cheque <b>(Mandatory)</b>	
▪ Form G.1: Bid Security Confirmation	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

### Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
▪ BOQ duly completed and stamped - <b>Mandatory</b>	<input type="checkbox"/>

**Note: The above Mandatory documents must be submitted along with the bid. In case the bidder will not submit these forms, the bidder's submission will not be further considered.**

## Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<b>ITB-SAU-21-002 Renovation United Nations Building in Riyadh, Kingdom of Saudi Arabia</b>		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] 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: \_\_\_\_\_

Email: \_\_\_\_\_

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

Signature: \_\_\_\_\_ [Stamp with official stamp of the Bidder]

**Form B: Bidder Information Form**

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent)</b> <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment?</b> <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy?</b> <i>(If yes, provide a Copy)</i>	[Complete]
<b>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</b>	[Complete]
<b>Is your company a member of the UN Global Compact</b>	[Complete]
<b>Contact person that UNDP may contact for requests for clarifications during Bid evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]

**Please attach the following documents:**

- Bid Security (**Mandatory**)
- Company Profile, including printed brochures and product catalogues relevant to the goods and/or services being procured
- Certificate of Incorporation/ Business Registration
- List and value of projects performed for the last 10 years, plus client's contact details who may be contacted for further information on those contracts;
- Statement of Satisfactory Performance from the Top two (2) Clients in terms of similar (Rehabilitation/ renovation/ construction) of hospital projects completed within the last 10 years;
- Organization/Firm and Project Team Chart. In addition, the CVs of the below proposed key personnel:
  - **Project Manager/Civil Engineer:** A minimum of 10 years of experience of work of an equivalent nature and volume, should have a Degree B.SC. in Civil Engineering. The Engineer should perform at least 2 similar projects in the past as a Project Manager. The CV should be attached.
  - **Architecture Engineer/ Interior designer:** Degree in Architectural/interior design, minimum of 5 years of experience. The Engineer should perform at least 2 similar projects in the past as an interior designer.
  - **Site Electrical Engineer:** A minimum of 5 years of experience in Electrical works should have a B.SC. Electrical Engineering. The Engineer should perform at least 2 similar projects in the past. The CV should be attached.
  - **Qualified Mechanical Engineer:** A minimum of 5 years of experience in Mechanical works should have a B.SC. Mechanical Engineering. The Engineer should perform at least 2 similar projects in the past. The CV should be attached.
  - **QHSE Engineer:** B.SC in engineering minimum of 5 years of experience. The Engineer should perform at least 2 similar projects in the past as QHSE. The CV should be attached.
- Last five years Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past five years (2015, 2016, 2017, 2018 and 2019). The bidders having completed a certified audited financial statement for 2020 can also submit the report which will be considered for evaluation.
- Form A: Bid Submission Form (**Mandatory**)
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/ Association Information Form, *if applicable*.
- Form D: Qualification Form
- Form E: Format of Technical Bid (including Implementation plan and Technical compliance sheet)
- Form F: Price Schedule Form
- Form G: Form of Bid Security/Certified Cheque (**Mandatory**)
- Form G1: Bid Security Confirmation
- Duly completed, signed and stamped BOQ (**Mandatory**)
- Letter of warranty (Confirmation on warranty)
- Catalogue for the offered equipment
- Availability of construction equipment
- D&B Report or other similar ratings
- Implementation timetable as per the requirement;

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

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<b>ITB-SAU-21-002 Renovation United Nations Building in Riyadh, Kingdom of Saudi Arabia</b>		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

**UNDP will sign the contract with the lead company ONLY, payments will be processed to the lead's company account**

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

### Name of leading partner

(with authority to bind the JV, Consortium, Association during the ITB process and, in the event a contract is awarded, during contract execution)

[Complete]

We have attached a copy of the below-referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

## Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<b>ITB-SAU-21-002 Renovation United Nations Building in Riyadh, Kingdom of Saudi Arabia</b>		

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

## History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> 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)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> 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

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

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
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:

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- 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-21-002 Renovation United Nations Building in Riyadh, Kingdom of Saudi Arabia		

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 Top (three or more) Projects implemented during the last 7 years:

Project Description	Client	Amount in US\$	Year of Completion	% Completed	Performance Evaluation

1.2 Current on-going commitments (if any with UNDP & Other Clients);

Project Description	Client Name	Amount in US\$	Completion Ratio	Anticipated date of Completion

## 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 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 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.

Description	Yes/No	If Yes, please provide details
Please confirm if any part of the works will be subcontracted		

- 2.3 List of Equipment will be assigned to the project:

No.	Specification of equipment	Capacity	Qty	Bidder Confirmation
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

- 2.4 Project Understanding: Please provide a narrative of Project Understanding and Scope of Work understanding and introduce how the contractor will execute the project and its approach to doing it.
- 2.5 Construction/Execution Strategy: Please submit a narrative of the project strategy the approach the contractor will implement the project in details for start to end
- 2.6 Quality, Health, Safety and Environment Management (QHSE), Sustainability Policy & Procedures: Please submit certificates and evidence, ISO, ..etc.
- This document will show that the company has policies in implementing Quality, Health, Safety and environment, sustainability mean that the company has the policy in their strategy and they are updating the policies regularly and they have all the ISO certificates for Quality, Health, Safety and Environment
- 2.7 Technical compliance sheets, attached separately to be duly filled up, signed and stamped
- 2.8 Catalogue and datasheet for all required equipment

### 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

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/ Qualifications</b>	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
<b>Professional certifications</b>	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
<b>Employment Record/ Experience</b>	<i>[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.]</i> [Insert]
<b>References</b>	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information 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-21-002 Renovation United Nations Building in Riyadh, Kingdom of Saudi Arabia		

**ATTENTION: BOQ ATTACHED SEPARATELY**  
**The BOQs should be downloaded from the system, filled in properly and reattached in the system.**

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

Name of Bidder:

Authorised signature:

Name of authorised signatory:

Functional Title:

Phone Number:

## FORM G: Form of Bid Security

**Bid Security must be issued using the official letterhead of the Issuing Bank.  
Except for indicated fields, no changes may be made on this template.**

---

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

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated [Click here to enter a date.](#) to execute goods and/or services [Insert Title of Goods and/or Services] (hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security if the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bids;
- c) Fails to comply with UNDP's variation of requirement, as per ITB instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, 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 Price Bid 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 up to 30 days after the final date of validity of bids.

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

*[Stamp with the official stamp of the Bank]*

**FORM G.1: Template for Bid Security Confirmation**

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<b>ITB-SAU-21-002 Renovation United Nations Building in Riyadh, Kingdom of Saudi Arabia</b>		

To: The Procurement Entity, UNDP, Saudi Arabia

Dear Sir/Madam:

We, the undersigned, hereby confirm that we have submitted and attached the Bid Security in the amounting to in figure **US\$ 20,000** SAR 75,000 (in words USD twenty thousand only) as per the following details\_ with the E-Tendering portal in regard to our offer for **ITB-SAU-21-001, Renovation United Nations Building in Riyadh, Kingdom of Saudi Arabia** , in accordance with your Invitation to Bid. We are hereby providing the following information to further verify the content of Bid Security, if required by UNDP:

1. Name of Bank: \_\_\_\_\_
2. Name of issuing person: \_\_\_\_\_
3. Email address: \_\_\_\_\_
4. Telephone number: \_\_\_\_\_
5. Bank address: \_\_\_\_\_

We also hereby declare that:

- a) All the information provided in the Bid Security is correct and legitimate and we accept that any misrepresentation/fake submission in it may lead to our disqualification for a permanent duration.
- b) We also accept and liable to furnish the original bid security to UNDP upon request on an immediate basis;

Yours sincerely,

**STAMP OF THE COMPANY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**FORM H: FORM FOR PERFORMANCE SECURITY** (this is will be required at the contracting stage)

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

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 .....