United Nations Development Programme

Programme of Assistance to the Palestinian People

invitation to Bid

Date: 4 June 2012

Subject: Supplying & Installing Elevators for the Ministry of Foreign Affairs Building – Ramallah

1. We hereby solicit your bid for the supply of goods under subject.
2. To enable you to submit a bid, please find enclosed:
   - Annex I. Instructions to Bidders
   - Annex II. Bid Data Sheet
   - Annex III. General Terms and Conditions
   - Annex IV. Special Conditions
   - Annex V. Schedule of Requirements
   - Annex VI. Technical Specifications
   - Annex VII. Bid Submission Form
   - Annex VIII. Bid Securing Declaration
   - Annex IX. Price Schedule
3. Interested Bidders may obtain further information via e-mail: proc9.papp@undp.org
4. Bids must be delivered to the below mentioned address on or before 28 June 2012 at 10 a.m. (Jerusalem time).
   UNDP/PAPP Jerusalem Office – Main Building
   4A Ya’qubi Street, Wadi el-Joz
   East Jerusalem 91191
   Tel: +972 2 626 8 200
   Fax: +972 2 626 8 222
   Late bids shall be rejected.
5. Bids will be opened in the presence of Bidders’ Representatives, who choose to attend, half an hour after bid closing time.
6. Pre-bid meeting & Site visit will be held on 14 June 2012 at 11 a.m. at the following address:
   MoFA Building Construction Site - Ramallah – industrial zone / next to Al-Ayyam Daily Newspaper Offices
   Please note that attending the pre-bid meeting and coming to the site visit is obligatory for all suppliers/bidders wishing to participate in this bid. Any supplier/bidder who don’t attend the pre-bid meeting/site visit will not be allowed to participate in this tender/bid. Relevant Drawings (either as hardcopy or softcopy) will be handed to contractors during the pre-bid meeting.
7. Any request for clarification received on or before 17 June 2012 will be documented and posted on the UNDP/PAPP designated website by 20 June 2012. Late inquiries will not be considered.
United Nations Development Programme

Programme of Assistance to the Palestinian People

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

Yours sincerely,

Khaled Shahwan
Deputy Special Representative (Operations)
Annex I
INSTRUCTIONS TO BIDDERS

Annex II
BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

<table>
<thead>
<tr>
<th>Relevant clause(s) of Instruction to Bidders</th>
<th>Specific data complementing, supplementing, or amending instructions to Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>The following documents should be submitted by the bidder:</td>
</tr>
<tr>
<td>Documents comprising the bid clause (8)</td>
<td>(a) Bid Submission Form (Annex VII);</td>
</tr>
<tr>
<td></td>
<td>(b) Bid Securing Declaration (Annex VIII);</td>
</tr>
<tr>
<td></td>
<td>(c) Price Schedule (Annex IX);</td>
</tr>
<tr>
<td></td>
<td>(d) Written power of attorney, authorising the signatory of the bid to commit the bidder; and</td>
</tr>
<tr>
<td></td>
<td>(e) All documents listed below in “Documents Establishing Bidder’s Eligibility &amp; Qualifications” and “Documents Establishing Goods’ Conformity to Bidding Documents.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Documents Establishing Bidder’s Eligibility &amp; Qualifications clause (9)</th>
<th>1) Company registration certificate to show company is a legal entity;</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2) Tax Clearance Certificate (for Palestinian suppliers);</td>
</tr>
<tr>
<td></td>
<td>3) Company profile, including detailed range of products, location of offices, factory facilities and contact details of key personnel. Company must be able to demonstrate 5 years of experience in the supply, installation, testing, commissioning, training and maintenance of Elevators</td>
</tr>
<tr>
<td></td>
<td>4) List and value of contracts successfully completed in the last three (3) years of a similar size and nature, including contact details of clients who could be contacted for reference purposes;</td>
</tr>
<tr>
<td></td>
<td>5) Audited financial accounts for the most recent available two (2) fiscal years. UNDP/PAPP will check the financial accounts to compute the quick ratio. Quick ratio tests the company’s financial strength and liquidity by calculating a company’s liquid assets in proportion to its liabilities. Bidders with financial accounts must show:</td>
</tr>
<tr>
<td></td>
<td>(i) show a quick ratio of more than one (1);</td>
</tr>
<tr>
<td></td>
<td>(ii) Annual average turnover of USD 100,000 over the past 5 years.</td>
</tr>
<tr>
<td></td>
<td>6) Certificate that company is a certified authorized dealer for selling and maintaining the quoted goods from relevant mother companies and governmental authorities;</td>
</tr>
<tr>
<td></td>
<td>7) Information regarding any litigation, current or during the last three (3) years in which the bidder was/is involved, the parties concerned and the disputed amounts and awards;</td>
</tr>
<tr>
<td>Documents Establishing Goods’ Conformity to Bidding Documents (clause 11)</td>
<td>8) Details of Joint Venture (if applicable). Please ensure that if a JV is submitted that all documents requested above should be submitted by all parties.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>9) Detailed specifications, including full technical data of all proposed equipment. Catalogues in English should be provided for all goods tendered for;</td>
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</tr>
<tr>
<td>10) Manufacturer, model and country of origin (certificates of original may be requested);</td>
<td>10) Manufacturer, model and country of origin (certificates of original may be requested);</td>
</tr>
<tr>
<td>11) Detailed delivery schedules and milestones from placement of order to installation and commissioning equipment;</td>
<td>11) Detailed delivery schedules and milestones from placement of order to installation and commissioning equipment;</td>
</tr>
<tr>
<td>12) Full details of 24 months warranty;</td>
<td>12) Full details of <strong>24 months</strong> warranty;</td>
</tr>
<tr>
<td>13) Details of extended warranty options;</td>
<td>13) Details of extended warranty options;</td>
</tr>
<tr>
<td>14) Confirmation that spare parts will be available in the market for at least <strong>10</strong> years after installation;</td>
<td>14) Confirmation that spare parts will be available in the market for at least <strong>10</strong> years after installation;</td>
</tr>
<tr>
<td>16) Maintenance Schedule for installed equipment and details of how/who should undertake this maintenance;</td>
<td>16) Maintenance Schedule for installed equipment and details of how/who should undertake this maintenance;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Currency/Bid Price (clause 12)</th>
<th>All Prices shall be quoted in USD or any other convertible currency.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The prices quoted shall be as per following INCOTERMS 2010 from supplier’s warehouse to ministry of foreign affairs building in Ramallah-West Bank, to include loading, un-loading, in-land transportation and stacking at beneficiary warehouses:</td>
</tr>
<tr>
<td>□ FOB</td>
<td>□ CPT</td>
</tr>
<tr>
<td>Delivery Place: Ministry of Foreign Affairs Building – Ramallah - West Bank (oPt)</td>
<td>Delivery Place: Ministry of Foreign Affairs Building – Ramallah - West Bank (oPt)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Period of Validity of Bid (clause 13)</th>
<th>☒ 90 days</th>
<th>☒ 120 days</th>
<th>If different, specify</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Bid Security (clause 14)  □ Required  ☒ Not required

Bid Security is substituted by the Bid Security Declaration.

The bidder shall furnish as part of its bid a Bid Securing Declaration, in the form included in Annex VI of this bid, and shall adhere to:

(a) The Bid Securing Declaration is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 13(e) below.

(b) Any Bid not secured will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.

(c) The Bidder will be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of Two (2) years from the date of bid closing:

i. If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,

ii. In the case of a successful Bidder, if the Bidder fails to:

• sign the Purchase Order in accordance with Clause 26 of Instructions to Bidders, or,
• furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

Sealing and Marking of Bids
(clause 16)

The outer envelope shall be addressed to UNDP at the following address:

UNDP/PAPP
Jerusalem Office – Main Building
4A Ya’qub Street
East Jerusalem

ITB-2012-205
SUBJECT: ……....
“DO NOT OPEN BEFORE …”

“NOT TO BE RECEIVED BY RECEPTION, REGISTRY OR PROCUREMENT”

The outer envelope shall indicate the name and address of the bidder; in case there is discrepancy in the name of the bidder on the outer and inner envelopes, the bid may be rejected.
## Opening of Bids (clause 19)

UNDP will open all Bids in the presence of Bidders’ Representatives who choose to attend, at the time, on the date, and at the place specified in the invitation letter of this Solicitation Document.

The Bidders’ Representatives shall carry a **letter of authorization** permitting the holder(s) of the letter to attend the bid opening meeting on behalf of the bidder, and shall sign a register evidencing their attendance.

The Bidders’ Representatives may take notes. Cameras are not allowed as they may distract the proceedings of the bid opening.

## Preliminary Examination – completeness of bid (clause 21)

- Partial bids permitted
- Partial bids not permitted

## Purchaser’s Right to Vary Requirements at Time of Award (clause 25)

- 25% increase or decrease
- Condition waived
- Condition applies but change limit to ……%`

## Signing of the Purchase Order (clause 27)

Within **seven (7) days of receipt of the Purchase Order** the successful Bidder shall sign, date and return it to the purchaser.

## Performance Security (clause 28)

The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, **within seven (7) days of receipt of the Purchase Order** from the purchaser.

Failure of the successful Bidder to comply with the requirement of clause 27 or clause 28 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and suspension of the Bidder from being eligible for bidding in any contract with the Procuring Entity **for the period of time of Two (2) years from the date of bid closing**, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.
<table>
<thead>
<tr>
<th></th>
<th>Compliance with any other clause required?</th>
<th>No</th>
<th>yes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidders shall be prepared to furnish, when requested, price analysis for any or all items in the Bill of Quantities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bidders shall be prepared to furnish, when requested, the necessary information to any Credit Agency hired by the UNDP Headquarters to allow submit a Credit Rating Report.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Bidder shall provide information about its employees and strategies as to how the company recruits promote and retain employees. Extra credit will be given to the company of gender balance.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annex III
General Terms and Conditions

Annex IV
Special Conditions

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

### Maintenance Guarantee

<table>
<thead>
<tr>
<th>Applies</th>
<th>Does not apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Within seven (7) days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by UNDP, the Contractor shall, at its own cost and expense furnish to the UNDP a Maintenance Guarantee in an amount equal to five percent (5%) of the Contract Price. The Maintenance Guarantee shall be valid until the end of the Warranty Period.</td>
<td></td>
</tr>
<tr>
<td>b) If, within 24 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.</td>
<td></td>
</tr>
<tr>
<td>c) If the Supplier fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Supplier, which shall be deducted from due sums against the Maintenance Guarantee.</td>
<td></td>
</tr>
</tbody>
</table>

### Liquidated damages

<table>
<thead>
<tr>
<th>Applies</th>
<th>Does not apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to (2%) <strong>2 percent</strong> of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order.</td>
<td></td>
</tr>
</tbody>
</table>

### Performance Security

<table>
<thead>
<tr>
<th>Applies</th>
<th>Does not apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Within seven (7) days of receipt of the Purchase Order from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value.</td>
<td></td>
</tr>
<tr>
<td>b) The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity.</td>
<td></td>
</tr>
<tr>
<td>c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the contract.</td>
<td></td>
</tr>
<tr>
<td>d) The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser’s country or abroad in the form provided in these Solicitation Documents.</td>
<td></td>
</tr>
<tr>
<td>e) The Security will be returned to the Supplier upon the provision of a Maintenance Guarantee in an amount of five percent (5%) of the Purchase Order Value to be valid for 24 months (Warranty Period).</td>
<td></td>
</tr>
</tbody>
</table>
Annex V
SCHEDULE OF REQUIREMENTS

Project Brief:
UNDP/PAPP has been entrusted by the Government of China to implement a 10 floor building for the
Ministry of Foreign Affairs in Ramallah City.

Scope of Work:
Supply and installation of 4 elevators as per attached technical specifications

The activities briefly include the following:

1. Mobilization  
2. Supply  
3. Installation  
4. Test  
5. Commission  
6. Certification  
7. Maintenance  
8. Guarantee

[The Requirements are contained in Annex IX]
Annex VI
TECHNICAL SPECIFICATIONS

(The specifications are contained in Annex IX)

The bidders are obligated to supply the equipment complete with all accessories and consumables needed to work completely as specified.

All Goods should be delivered with:
Service and operation manuals original and copy (2 sets in English)
Annex VII
Bid Submission Form

To: The procuring entity

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the activity under subject in conformity with the said bidding documents as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to execute in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of ____ days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If requested, we also agree to furnish the UNDP with further references by way of an authorization letter from our Bank(s).

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

Dated this . . . . . day of . . . . . 2012.

.................................................. ..................................................
Signature [in the capacity of]

Duly authorized to sign the Bid for and on behalf of ...............
ANNEX VIII
Bid Securing Declaration

[The Bidder shall fill in this form in accordance with the instructions indicated]

To: UNDP/PAPP

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of TWO (2) YEARS from the date of bid closing, if we are in breach of our obligation(s) under the bid conditions, because:

(a) We withdrawn our Bid during the period of bid validity specified in the Form of Tender; or

(b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of twenty-eight days after the expiration of our Tender.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on ____________ day of __________________, _______ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]
Annex IX
PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item.

2. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.

3. It shall be ensured that the following is provided for all goods quoted for:
   a. Unit cost including
      i. delivery [INCOTERM] AND [PLACE]
      ii. all required standard accessories and consumables for correct functioning of equipment
   b. Training
   c. Warranty for minimum 24 months
   d. Extended warranty options

4. Estimated weight/volume of the consignment must be part of the documentation submitted.

5. Optional accessories for each item must be priced on a separate sheet

6. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.

7. The format shown in the attached Bill of Quantities should be used in preparing the Price Schedule

8. In addition to the hard copy, please provide also the information on a CD.

   • Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder ..................................................