

QIDDIYA INVESTMENT COMPANY



INSTRUCTION TO BIDDERS COMPLETING ESTABLISHMENT OF SITE SECURITY GATES 1,2&3

JANUARY 2023

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INSTRUCTIONS TO BIDDERS

1. General

- 1.1. These Instructions to Bidders issued by QIC outline the procedures to be followed for completing and submitting bids. Bidder shall comply with these Instructions to Bidders while preparing its bid submission. Failure to provide all the required materials and information, or failure to fully comply with these instructions, may result in the rejection of the bid by QIC.
- 1.2. QIC reserves the right to accept or reject any or all of the bids, and amend the bid document, request the re-submission of the bids, request clarifications from the Bidder(s), annul or cancel the bidding process or withdraw the bid document in part or in whole or to award portion(s) or all of the works/services tendered, or to proceed to carry out the works/services in other ways and means chosen by QIC without providing justification.
- 1.3. All bidders shall acknowledge that QIC shall not make any payments what so ever for bidding cost to any of the Bidders.
- 1.4. The Bidders are responsible to obtain all relevant and required information and permits/approvals and comply with applicable Laws and all relevant requirements by the Saudi government agencies, authorities or entities during any stage of the project.
- 1.5. QIC shall not accept any liability for any taxes which the successful Bidder may be liable for under Saudi Law or in any other jurisdiction where the services or work may be performed. The Bidder is advised to take note of tax requirements in the Kingdom of Saudi Arabia. Bidders shall make due allowance in their bids for any taxes that Bidders may be liable for in the KSA or any other jurisdiction.
- 1.6. QIC can only enter into a contract for work to be carried out in the Kingdom of Saudi Arabia with a contractor who is commercially (or professionally) registered or who has been ministerially licensed under the laws of Saudi Arabia.
- 1.7. The Bidder must disclose any conflicts of interest that exist or expected to arise during the course of the undertaken project(s), including conflicts related to the firm's leadership and team members.

Compliance Statement Submission

- 1.8. The QIC would draw bidder attention to the compliance statement and schedule of proposed qualifications in appendices A & B which should be signed and submitted.

2. RFP Documents

- 2.1. The contents of the complete RFP shall be the basis for the Bidder proposals and only written revision issued by QIC shall change or supplement such contents.
- 2.2. Bidder shall comply with the Terms and Conditions of this RFP while preparing and submitting a bid. Failure to comply fully with this RFP may cause disqualification of the Bidder.
- 2.3. Any erasures, alterations, additions or deletions made to the bid documents and any bid submission shall be deemed unauthorized. Any Bid that is incomplete or contains unauthorized alterations may be rejected by QIC.
- 2.4. If a Bidder confirms its intent not to participate in the project, then this has to be confirmed in writing through the SAP Ariba or e-mail.
- 2.5. Any document provided by QIC shall be treated as confidential and shall be returned to QIC, deleted, or destroyed if Bidder has decided not to bid.

3. Job Explanation Meeting

- 3.1. A Job Explanation Meeting may be held to explain the nature and scope of the proposed contract, to ensure that all bidders have received the RFP package documents, and to answer any questions.
- 3.2. A Bidder's failure to attend the Job Explanation Meeting may cause QIC to disqualify its proposal.
- 3.3. The Job Explanation Meeting date, time and location are specified in this document under the procurement schedule paragraph.

4. Site Visit

- 4.1. Arrangements will be made for bidders to visit the Work site. Bidders shall visit the Work site, and will be given sufficient time to survey the Work site in order to satisfy themselves as to all general and local conditions affecting the bid.
- 4.2. A Bidder's failure to attend the Site Visit may cause QIC to disqualify its proposal.
- 4.3. The Site Visit date, time and location are specified in this document under the procurement schedule paragraph.

5. Communication and Queries Submissions

- 5.1. If a Bidder has any doubt, questions as to the meaning or intent of any section of this RFP or requires additional information, such Bidder may, in writing, submit queries to QIC Procurement Representative. As appropriate, QIC Procurement Representative will provide written responses to the questions and answers to all Bidders.
- 5.2. The Procurement Representative will in the same way transmit in writing to all Bidders any modification to the bid package approved during the bidding period.

- 5.3. The last day to submit the Queries shall be in accordance with the procurement schedule.
- 5.4. Bidders shall only communicate with the QIC Procurement Representative. Bidders shall not attempt to make direct contact with any other QIC personnel or other Bidders during the bidding process other than in accordance with the above process.
- 5.5. Bidders shall send the queries through SAP Ariba utilizing the "Event Messages" function within the Event.

6. Instructions for Bid Submissions

Bidder shall submit the bid on or before the bid Due Date by following the below instructions:

- 6.1. Bidders shall include a cover letter in both their Technical Proposal and their Commercial Proposal containing the following statement:
"We hereby warrant that our proposal is fully in accordance with the Instructions to Bidders and fully complies with the requirements of the RFP."
- 6.2. Both Bidder's Technical and Commercial Proposals shall show the full legal name and current business address including phone number, e-mail address, mailing address, and street address (if it differs from Bidder's mailing address).
- 6.3. No changes are allowed to be made to any of the bid documents after the bid Due Date.
- 6.4. Bids will not be accepted after the bid Due Date in accordance with the RFP details. QIC may, in its own discretion, disqualify any bid which does not comply with the bid requirements set out here in.

6.5. **Instructions for Technical Proposal**

- 6.5.1. Bidders are required to submit their Technical Proposal electronically through SAP Ariba in one consolidated pdf file format.
- 6.5.2. No commercial information shall be contained in a Technical Proposal.
- 6.5.3. Bidders must submit a fully compliant bid addressing all deliverables in the RFP.
- 6.5.4. In addition to the fully compliant bid, a bidder may submit alternate proposals for consideration by QIC.

6.6. **Instructions for Commercial Proposal**

- 6.6.1. Bidders are required to submit their Commercial Proposal electronically through SAP Ariba. The MS Excel Files also shall be submitted.
- 6.6.2. Bidder shall enter the rates into the form provided in the SAP Ariba Sourcing Event under the Appendix D section using a maximum of two decimal points; Bidder shall enter their prices and rates into the form provided using a maximum of two decimal points.

- 6.6.3. Bidders shall not modify any of the wordings or formatting used in the documents provided by QIC.
- 6.6.4. Bidders shall note that all prices and unit rates are to be based on the corresponding descriptions, and related terms and conditions mentioned in the provided documents.
- 6.6.5. Bidders are required to ensure that the Commercial Proposal Form provided by QIC includes all pricing items required to complete the scope of work set out in the provided documents. If Bidders find any pricing items missing in the Commercial Proposal Form, Bidders must notify QIC Procurement in the form of a question as early as possible during the bidding period.
- 6.6.6. No technical information, exception, or conditions shall be contained in the Commercial Proposal.

7. Validity of Bid

- 7.1. Bid shall be valid for a period not less than one hundred twenty (120) calendar days from the Bid Due Date.

8. Bonds and Guarantee

- 8.1. The Bidder must submit a Bid Bond, with its Bid. The Bid Bond should be with reference to the RFP Number issued at the time of Bid submission. The value of the Bid Bond shall be Saudi Riyals Three Hundred Fifty Thousand Only (SAR 350,000). The bidder shall submit bid bond in the standard applicable format (refer to attachment -1) acceptable to the Client.
- 8.2. The Bidder must include the original Bid Bond in the envelop for the Technical Bid.
- 8.3. The Bid Bond must be issued by a Bank operating in Saudi Arabia. Cash or cheques are not acceptable. A Bank Guarantee issued in respect of another Bid is not acceptable. Bonds issued by insurance companies are not acceptable. The wording of the provisional Bank Guarantee must be exactly in accordance with a format accepted by QIC.
- 8.4. The validity of the Bid Bond must be for not less than one hundred fifty (150) calendar days after the Bid closing date. In the event of a request for an extension of the Bid validity period, and the Bidder may agree to such extension and the Bidder will revalidate its Bid Bond for the extended Bid validity plus thirty (30) calendar days.
- 8.5. In the event that the successful Bidder is required to submit a Performance Bond in the form of a Bank Guarantee, the successful Bidder's Bid Bond shall remain valid until the Performance Bond is submitted and accepted by QIC.

8.6. The Bidder shall submit the Performance Bond issued by the duly authorized Saudi Bank as security for the Contractor/Consultant Performance in the standard applicable format (refer to attachment – 2) and in the amount of 10 % of the value of the accepted Total Price within 10 business days of the date of notice of award.

9. Proposal Presentation and Interviews

9.1. The QIC reserves the right to request an interview with proposed team members as part of the Technical Evaluation of the bids.

9.2. Bidders may be required to have a presentation or clarification about their proposal if requested by QIC as part of the Evaluation Process.

10. Procurement Schedule

Event	Date	Remarks
Job Explanation Meeting	29 th Jan. 2023 & 30 Jan. 2023	Job Explanation Meeting will be held at (insert time & Location)
Site Visit	29 th Jan. 2023 & 30 Jan. 2023	Site Visit will be held at (insert time & Location). (Insert instructions for no. of attendees, PPE, required access arrangements).
Last day of Query Submission	5 th Feb. 2023	No Queries shall be entertained after this date.
Bid Closing Date	16 th Feb. 2023	No bids shall be accepted after 04:00pm on this date.
Post Bid Clarification Presentation	23 rd Feb. 2023	This date is tentative and will reconfirmed when deemed needed by the QIC.
Award Date	12 th Mar. 2023	This date is tentative and subject to modification by QIC.

11. EVALUATION CRITERIA

11.1. EVALUATION OF TECHNICAL BIDS

The QIC shall evaluate the Bidders' proposals based on a set of criteria including but not limited to the following factors:

- Company Profile, Organization Chart, Resource and Capability
- Relevant Project Experience.
- List of Key Personnel & Proposed Project Team
- Sub-Contractor Capability
- Approach & Execution plan & Methodology
- Comprehensive understanding of RFP

- Timeline & Schedule
- Quality management
- Health, Safety and Environmental and sustainability management
- Bidders related credentials
- Financial Capabilities

11.2. **EVALUATION OF COMMERCIAL BIDS**

QIC will evaluate the corresponding Commercial bids of each technically qualified bidder and will normally award the Contract to the technically qualified bid that represent the lowest cost to QIC.

12. NOTIFICATION TO SUCCESSFUL AND UNSECCESFUL BIDDERS

QIC shall notify the Bidder determined as successful and unsuccessful following completion of the evaluation process.

13. ADDITIONAL INFORMATION

The purpose of this section is to provide any additional information that was not captured by any other sections of the RFP - **Nil**.

ATTACHMENT 1 – PRIMARY LETTER OF GUARANTEE (BID BOND)

Date: [INSERT]

M/S : [INSERT NAME OF RECEIVING BANK]

Since:

M/S: [INSERT NAME OF CONTRACTOR]

(the "Contractor")

have submitted their bid to perform (or supply): [INSERT NAME OF CONTRACT]

We, [INSERT NAME OF THE ISSUING BANK] hereby unconditionally and irrevocably undertake to pay you the sum of [INSERT AMOUNT IN NUMBERS AND WORDS] which equals [INSERT]% of the value of the bid they submitted pursuant to the tender invitation in accordance with the following:

- (1) We shall pay you immediately upon your written demand and irrespective of any objection by the Contractor or any other party such amount or amounts as you may demand not exceeding in the aggregate the above mentioned amount, namely [INSERT AMOUNT IN NUMBERS AND WORDS], by transfer to your account at any bank in the Kingdom of Saudi Arabia or in any other manner acceptable to you.
- (2) All payments made based on your demand shall be free and clear of, and without any present or future deduction for payment of, any taxes, levies, duties, charges, fees deductions or withholding of any nature whatsoever and by whomsoever imposed.
- (3) The undertakings contained in this guarantee constitute direct and fundamental obligations of ours and are unconditional and irrevocable. We shall not be excused from any or all of these obligations for any reason or reasons of whatever nature or source, such as change in the conditions of the contract or extension thereof or change in the scope or nature of work to be performed, or any omission, act or proceeding by you or by a third party which would excuse or discharge us from the obligations and liabilities stated in this guarantee.
- (4) This guarantee shall remain valid and in full force and effect upto the end of the [INSERT] day of the [INSERT] month of year [INSERT]. We shall immediately comply with your request for extension and extend this bond if the works are awarded and you provide us with a written and signed notice on or before the date specified for the expiration of this guarantee (or any subsequent extensions) to extend the guarantee, we shall
 - (i) automatically extend this guarantee for the required period (provided that it does not exceed 365 days) from the original expiration date of the guarantee or from the expiration date of any subsequent extensions, as specified in the extension request, or
 - (ii) pay you the value of the guarantee.
- (5) We represent and confirm that the amount of this guarantee does not exceed twenty percent (20%) of the total paid-up capital and reserves of the bank.
- (6) Any dispute with respect to this guarantee shall be resolved exclusively by the competent authorities in the Kingdom of Saudi Arabia and according to the Saudi regulations, decisions, rules and instructions.

Authorised Signature

Authorised Signature

ATTACHMENT 2 - PERFORMANCE BOND

Date: [INSERT]

M/S: [INSERT NAME OF RECEIVING BANK]

Since:

M/S: [INSERT NAME OF CONTRACTOR]
(the "Contractor")

have submitted their bid to perform (or supply): [INSERT NAME OF CONTRACT]

We, [INSERT NAME OF THE ISSUING BANK] hereby unconditionally and irrevocably undertake to pay you the sum of [INSERT AMOUNT IN NUMBERS AND WORDS] which equals [INSERT] % of the value of the Contract Price in accordance with the following:

- (1) We shall pay you immediately upon your written demand and irrespective of any objection by the Contractor or any other party such amount or amounts as you may demand not exceeding in the aggregate the above mentioned amount, namely [INSERT AMOUNT IN NUMBERS AND WORDS], by transfer to your account at any bank in the Kingdom of Saudi Arabia or in any other manner acceptable to you.
- (2) All payments made based on your demand shall be free and clear of, and without any present or future deduction for payment of, any taxes, levies, duties, charges, fees deductions or withholding of any nature whatsoever and by whomsoever imposed.
- (3) The undertakings contained in this guarantee constitute direct and fundamental obligations of ours and are unconditional and irrevocable. We shall not be excused from any or all of these obligations for any reason or reasons of whatever nature or source, such as change in the conditions of the contract or extension thereof or change in the scope or nature of work to be performed, or any omission, act or proceeding by you or by a third party which would excuse or discharge us from the obligations and liabilities stated in this guarantee.
- (4) This guarantee shall remain valid and in full force and effect upto the end of the [INSERT] day of the [INSERT] month of year [INSERT]. We shall immediately comply with your request for extension and extend this bond if the works are awarded and you provide us with a written and signed notice on or before the date specified for the expiration of this guarantee (or any subsequent extensions) to extend the guarantee, we shall
 - (i) automatically extend this guarantee for the required period (provided that it does not exceed 365 days) from the original expiration date of the guarantee or from the expiration date of any subsequent extensions, as specified in the extension request, or
 - (ii) pay you the value of the guarantee.
- (5) We represent and confirm that the amount of this guarantee does not exceed twenty percent (20%) of the total paid-up capital and reserves of the bank.
- (6) Any dispute with respect to this guarantee shall be resolved exclusively by the competent authorities in the Kingdom of Saudi Arabia and according to the Saudi regulations, decisions, rules and instructions.

Authorised Signature

Authorised Signature

APPENDIX A – BIDDER'S CERTIFICATION OF COMPLIANCE

(TO BE TYPED ON BIDDER'S LETTERHEAD, SIGNED & STAMPED BY AUTHORISED PERSON)

To: Qiddiya Investment Company
Al Raidah Digital City
Building MU04 –
10th floor
Al Nakheel District.
Riyadh 12382 – 6651
Kingdom of Saudi Arabia
Attention: Contracts Director

Dear Sir,

TENDER NO.:

TENDER TITLE:

SUBJECT: Bidder's Certification of Compliance

(Bidder to tick whichever statement is applicable from the following. Bidder shall note that should they have any Technical, Commercial or Contractual qualifications, the same shall be listed under the exceptions on the attached schedule. Any qualifications submitted otherwise / subsequently and not included herewith, shall not be considered and may result in disqualification of the Bidder's Bid)

Our Proposal is in exact accordance with the stated requirements of the RFP Documents with **no exceptions**.

OR

Our Proposal is in exact accordance with the stated requirements of the RFP Documents with no exceptions other than those listed in the Schedule of Exceptions and Deviations

By: _____

Title: _____

APPENDIX B – BIDDERS PROPOSED AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENT (IF ANY)

Bidders are required to complete the following tables in editable (Word) format, and submit as part of their Commercial Proposals, for any bids relating to:

1. *Professional Services Agreement and Schedules, terms and conditions of contracts or agreements;*
2. *Any performance security (including bonds, guarantees and retention money);*
3. *Collateral warranties;*
4. *Insurance requirements; and*
5. *Powers of attorney.*

RFP No:	<i>Insert</i>
Project:	<i>Insert</i>
Contract / PSA:	<i>Insert</i>
Bidder:	<i>Insert</i>
Date submitted by	<i>Insert</i>

Item No	Document	Clause Heading & Number	Proposed Amendment (In Track Changes)	Bidder's Rationale / Comments
<i>Additional rows of amendments may be added.</i>	<i>For example, Contract, Parent Company Guarantee, etc</i>		<i>Bidders must extract or copy-type the relevant provision and show, in track changes, the proposed amendments. Deletions should be in red-strikethrough and additions should be in <u>blue underlined text</u>.</i>	<i>Bidders must clearly explain the rationale for the proposed amendments. Specific reasons must be provided. Bidders should note that generally, amendments to security documentation, collateral warranties, insurance requirements and powers of attorney shall not be accepted by Qiddiya.</i>
1.				
2.				
3.				
4.				
5.				