

Request for Proposal and General Bid Form No. RFP0103

UCQ Campus Facilities Maintenance Services, 2021

Date Issued: 3rd October 2021

Closing Date: 25th October 2021

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Introduction

1.1 THE UNIVERSITY OF CALGARY IN QATAR

Chosen by the State to bring its internationally recognized programs to Qatar, the University of Calgary – Qatar is the first satellite campus of the University of Calgary, a large, research-intensive university situated in the city of Calgary, in the Province of Alberta, Canada. The University of Calgary – Qatar offers a full Bachelor and Masters of Nursing Degree program, as well as a separate curriculum to allow experienced nurses to advance their qualifications to a full Baccalaureate. The university's future plans include providing doctorate level program as our student population expands and the demand warrants introduction.

The UNIVERSITY OF CALGARY in QATAR is home to over 500 students and 100 faculty and staff and is currently located at the 10,000 sq. metre Al Rayyan Campus, Al Forousiya Road, Opposite Horse Racing Track.

In addition to working with the State of Qatar, the University collaborates with other health care institutions and educational facilities to raise the profile and professional standing of nursing and to realize a shared vision of excellence in healthcare in this State. Our mission is to excel in research and educational initiatives that contribute to health and wellness; educating nurses who will become renowned for excellence in practice; and preparation of leaders to develop emerging healthcare initiatives.

The University of Calgary – Qatar currently (based on the 2021-2022 fiscal year) has a combined annual budget of CDN \$21 million.

Further information on the University of Calgary – Qatar can be found at www.qatar.ucalgary.edu.qa

1.2 OBJECTIVES

The objectives of the UNIVERSITY OF CALGARY in QATAR in developing this Request for Proposal are to identify the unique logistical requirements of the organization as described in Schedule A, and to ensure careful selection of an experienced, qualified supplier(s) through the use of an established list of criteria for evaluation. This Request for Proposal is to invite suppliers to submit their detailed proposals to satisfy the requirements set out in **Schedule A.**

INFORMATION TO BIDDERS

2.1 PROJECT SCOPE

The UNIVERSITY OF CALGARY in QATAR is soliciting proposals from Bidders qualified to provide a bid for **RFP0103 UCQ Campus Facilities Maintenance Services.**

Vendors must provide their Qatar Classification Certificate and Company Registration Certificate

For more information on deliverables, please refer to Schedule A.

Bidders shall state other related services that can be provided, such as service agreements, warranties, etc. From the responses received from this request, the University will select a Bidder, based on established criteria, that offers the most attractive and beneficial proposal that will enable the University to offer the best possible instructional materials for its students.

The contract awarded will cover deliverables agreed to by the University and the Bidder and will cover the term required to successfully deliver all identified requirements to successfully complete the project. The University may cancel the contract at any time if established performance criteria are not met or for any other reason that the University deems appropriate.

Bidders are requested to supply complete and accurate information and submit fixed price proposals to provide the equipment and supplies that is determined to best meet our needs.

2.2 THE RFP DOCUMENT

The RFP document is available and can be downloaded in electronic form from the UNIVERSITY OF CALGARY in QATAR web site:

http://www.gatar.ucalgary.ca/procurement

Bidders are responsible for monitoring the website for any additional information and addenda concerning this RFP.

2.3 THE RESPONSE

Bidders' responses must follow the format, including all sections of this RFP document. Bidders are responsible for providing complete and accurate information on their company's rationale pertaining to the following generals. Any sections not answered, or any information not provided may result in the assignment of a lower evaluation score to the response.

2.3.1 COMPANY PROFILE/REPRESENTATIVES

Provide information on your company's history, present structure, locations, and experience/expertise. Include specifics and resumes on qualified company representatives and their ability/availability to service the UNIVERSITY OF CALGARY in QATAR account as it pertains to the requirements and specifications stipulated in Schedule A.

2.3.2 DELIVERY

The UNIVERSITY OF CALGARY in QATAR requires that delivery be made DDP UNIVERSITY OF CALGARY in QATAR, freight prepaid. Specifically advise in your response if you cannot meet this term. Provide information on all lead times required to supply products/equipment or services listed in the RFP.

2.3.3 PRICING

All costs must be listed. Completely describe all prices, including initial and recurring costs, taxes excluded, DDPUNIVERSITY OF CALGARY in QATAR, freight prepaid, and quoted in Qatari Riyals. Pricing for all items specified in Schedule A must be disclosed in the response. If contracts are awarded, *no* sums will be paid by the UNIVERSITY OF CALGARY in QATAR for any part of the contract except those disclosed in the response.

2.3.4 ADDITIONAL SERVICES

You must supply full information (including all pricing) on any additional services associated with this Request that you are willing to offer to the UNIVERSITY OF CALGARY in QATAR. All such services must be available through the term of the contract and will be ordered and paid for by the UNIVERSITY OF CALGARY in QATAR on an "as required" basis.

2.3.5 SUPPLIER CONTRACTUAL TERMS & CONDITIONS

List separately any contractual terms *which must be included* as part of the contract if awarded to you and which would be a condition to acceptance of your proposal.

List separately any contractual terms that you would like the UNIVERSITY OF CALGARY in QATAR to consider, but which would not be a condition of the acceptance of your proposal by the UNIVERSITY OF CALGARY in QATAR. These terms would form only part of the contract with the UNIVERSITY OF CALGARY in QATAR, with specific further agreement of the UNIVERSITY OF CALGARY in QATAR.

All terms and conditions of this RFP are assumed to be accepted by the supplier, and incorporated in the supplier's proposal, except those conditions and provisions which are expressly excluded by the supplier's proposal wording.

IDENTIFY ANY TERMS AND CONDITIONS OF THIS REQUEST WITH WHICH YOU ARE UNABLE TO COMPLY. IT WILL BE ASSUMED THAT THE BIDDER ACCEPTS ALL TERMS AND CONDITIONS UNLESS OTHERWISE NOTED AND ALL SUCH TERMS AND CONDITIONS WILL FORM PART OF THE CONTRACT.

2.3.6 REFERENCES

Bidders must include a list of references of clients to whom you have supplied similar product equipment and/or services. Please include at least three (3) references, complete with the contact person, their telephone number, fax number, e-mail address, and the type of product/service provided.

The UNIVERSITY OF CALGARY in QATAR reserves the right to check the references of any and all bidders at any time during the evaluation process and at our discretion. References may be contacted by phone and/or in writing, and any information received will be used to assist the evaluation committee in determining a supplier's compliance with this Request For Proposal.

The UNIVERSITY OF CALGARY in QATAR will not enter into a contract with any supplier whose references, in the opinion of the UNIVERSITY OF CALGARY in QATAR, are found to be unsatisfactory.

2.3.7 BID SUBMISSION

Bids must be properly sealed in separate envelopes as follows:

- Technical Bid (original + 1 copy) +
- A Tender Bond for QAR 10,000. The Tender Bond should be attached with the Technical Bid
- Commercial Bid (original + 1 copy)

The 2 sealed envelopes must specify on the outside of the envelope, the name of the bidder and to which Bid the envelope houses (Technical or Commercial)

THE RESPONSE ASSESSMENT

3.1 RESPONSE RULES

- **3.1.1** The responses and accompanying documentation submitted by suppliers becomes the property of the UNIVERSITY OF CALGARY in QATAR and will not be returned.
- **3.1.2** The UNIVERSITY OF CALGARY in QATAR shall not be responsible or liable for any costs associated with the preparation, presentation and submission of any supplier's response to this RFP
- **3.1.3** Proposals shall remain final and binding on the vendor for **120**days from the RFP closing date, and may not be altered by subsequent offers, discussions, or commitments unless the vendor is requested to do so by the UNIVERSITY OF CALGARY in QATAR. The proposal shall be used as the basis for the agreement.
- **3.1.4** In other than a sole source situation, a single response (for example, a proposal from only one supplier to the RFP) may be deemed a failure of competition, and at the sole opinion of the UNIVERSITY OF CALGARY in QATAR, the RFP may be cancelled.
- **3.1.5** The UNIVERSITY OF CALGARY in QATAR reserves the right to cancel this RFP in its entirety after the advertised closing date, if all qualified bids exceed the UNIVERSITY OF CALGARY in QATAR's allocated budgets, or if the scope of the UNIVERSITY OF CALGARY in QATAR requirements change.
- **3.1.6** Proposals which are incomplete, conditional or obscure, incorrect, or in any way fail to conform to the requirements of the RFP document, or which contain alterations, erasures, or irregularities of any kind will be rejected.
- **3.1.7** The UNIVERSITY OF CALGARY in QATAR shall retain the RFP, all related terms and conditions, exhibits, and other attachments, in original form, in an archival copy. Any modification to these in the Bidders' submission is grounds for immediate disqualification.
- 3.1.8 The representations in this RFP are furnished merely for general information of suppliers and are not, in any way, warranted or guaranteed by or on behalf of the UNIVERSITY OF CALGARY in QATAR. All prospective suppliers are urged to conduct their own investigations into the material facts, and the UNIVERSITY OF CALGARY in QATAR shall not be held liable or accountable for any error or omission in any part of this RFP.

3.2 ELIGIBILITY/ACCEPTANCE/REJECTION OF RESPONSES

3.2.1 This Contract shall be governed by and construed in accordance with the laws of the State of Qatar and shall be deemed to be executed in Doha, Qatar. These laws require the UNIVERSITY OF CALGARY in QATAR to conduct the competition strictly in

accordance with the declared rules of the RFP. As a result, to avoid the automatic disqualification of any bid that is non-compliant, the UNIVERSITY OF CALGARY in QATAR must have the express power in the RFP to waive any non-compliance by a Bidder with the requirements of the RFP. We have chosen to create the express power in the RFP to waive only minor non-compliance with the RFP requirements. This allows us to consider and possibly accept any bid that is advantageous to the UNIVERSITY OF CALGARY in QATAR, although it may be non-compliant in some minor respect. However, Bidders should note that we have reserved the right to waive only minor non-compliance with the requirements of the RFP, as determined by the UNIVERSITY OF CALGARY in QATAR at its sole discretion. We strongly urge Bidders to review the requirements of the RFP carefully and ensure their bid is fully compliant with all requirements.

- 3.2.2 Bidders may withdraw their proposals anytime prior to the RFP closing time.
- 3.2.3 Bidders must ensure that all responses submitted are in a sealed envelope, clearly marked with the identifying RFP number and name. Facsimile or e-mail responses will not be accepted.
- 3.2.4 This Contract has been executed in the English language and responses received shall be in the form of Original plus one copy at the UNIVERSITY OF CALGARY in QATAR until 14:00:00 hours, and not later than 14:00:00 hours, on the 25th of October 2021.
- 3.2.5 All responses are date-marked when received at the UNIVERSITY OF CALGARY in QATAR reception desk. If a dispute arises as to whether the response was received before the 14:00:00 hour deadline, the date/time marking made by the receptionist at the UNIVERSITY OF CALGARY in QATAR is the only date and time acknowledged by the UNIVERSITY OF CALGARY in QATAR.
- **3.2.6** All Bidders are requested to send their RFP responses to:

Delivery Address

Main Reception Desk Procurement Officer UNIVERSITY OF CALGARY in QATAR Box 23133

Al Rayyan Campus, Al Forousiya Road Opposite Horse Race Track

Doha, Qatar

Tel.: +974- 4406 5216

Responses not received at this location by the closing date and time stated will be rejected and returned unopened to the Bidder.

3.2.6 This RFP should not be construed as a contract to purchase goods or services. The UNIVERSITY OF CALGARY in QATAR is not bound to accept the lowest priced or any proposal from those submitted. The UNIVERSITY OF CALGARY in QATAR is not under any obligation to award a contract, and reserves the right to terminate the RFP process at any time with any or all of the responding bidders. The UNIVERSITY OF CALGARY in QATAR reserves the exclusive right, at its sole discretion:

- To accept the proposal which it deems to be most advantageous to the UNIVERSITY OF CALGARY in QATAR and to waive any deviations in the proposal;
- To reject all proposals and invite new proposals for the goods/services required;
- To increase, decrease, delete, or vary any portion of the work;
- To reject proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling technological, or financial perspective;
- To reject proposals with significant omissions of required information as they relate to desirable requirements;
- To reject proposals that have conditions attached which are not authorized by the RFP;
- To reject proposals which fail to provide satisfactory references, or to meet servicing requirements;
- To reject all proposals in any case as described in 3.1 Response Rules above.
- 3.2.7 No act of the UNIVERSITY OF CALGARY in QATAR other than a written notice, signed by the buyer shall constitute an acceptance of a response. The UNIVERSITY OF CALGARY in QATAR may require the successful bidder to execute formal documents prepared by the UNIVERSITY OF CALGARY in QATAR, consistent with this Request and the successful bidder's response. However, the absence of formal documents shall not affect the binding nature of the contract arising from your submission.

3.3 RESPONSE EVALUATION

- **3.3.1** Upon receipt of supplier's responses, an evaluation committee will screen each to ensure the supplier's compliance with the requirements of this RFP. The committee reserves the right to (at its sole discretion) determine whether or not any proposal is compliant with this request. Other than those deemed as minor non-compliant issues, non-compliant proposals will be rejected.
- **3.3.2** After a response has passed the initial screening, the committee will analyze the detailed specifications of the supplier's proposal.
- **3.3.3** The selection (if any) of responses will be based on pre-determined criteria.
- **3.3.4** The UNIVERSITY OF CALGARY in QATAR reserves the right to seek proposal clarification from bidding suppliers to assist in the evaluation.
- **3.3.5** After the initial evaluation of bidder's responses, the UNIVERSITY OF CALGARY in QATAR reserves the right to short-list potential suppliers, and may request that these short-listed bidders make a formal presentation. Such presentations shall be made at the cost of the bidder.
- **3.3.6** Please note that the UCQ Procurement Committee is not bound to select any of the firms/institutions submitting proposals. Furthermore, since a contract will be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UCQ Procurement Committee's general principals, including economy and efficiency. UCQ Procurement committee does not bind itself in any way to select the firm/institution offering the lowest price.

3.4 **NEGOTIATIONS**

The UNIVERSITY OF CALGARY in QATAR reserves the right to negotiate with any supplier submitting a response to alter, clarify, and enhance the proposal and any contract arising out of acceptance of the response.

3.5 CLOSING OF PROPOSAL

Suppliers may not submit new price proposals after the specified deadline date.

The opening of responses will be closed to the public.

3.6 ADDENDA/EXTENSIONS

All addenda issued during the time of the RFP, and at closing, will become part of the contracts. The UNIVERSITY OF CALGARY in QATAR may, by addendum, extend the deadline date for a period of not more than five (5) business days. All addenda will be posted on the UNIVERSITY OF CALGARY in QATAR website:

http://www.qatar.ucalgary.ca/procurement

3.7 MODIFICATION

Amendments to your proposal must be received in writing prior to the deadline date, time and location.

3.8 FURTHER INFORMATION/ SITE VISIT

3.8.1 The supplier is responsible for clarifying interpretation of any terms in the RFP, prior to submitting the proposal, by contacting the person(s) listed below. Information obtained from any other source is not official and may not be accurate.

Bid and Technical Information

Tahir Farooqui M.Sc., CRSP, CMIOSH, MIIRSM

Team Lead-OHS & Facilities

UNIVERSITY OF CALGARY in OATAR

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Email <u>tahir.farooqui@ucalgary.ca</u>
Website <u>www.ucalgary.edu.qa</u>



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3.8.2 Site visit dates: 12TH and 13TH October 2021 at 10 a.m. (RSVP required to register the number of visitors to adhere to COVID protocols. Maximum two people will be allowed per company.)

3.9 INNOVATIVE PROPOSAL

Bidders are encouraged to supply information on new and innovative processes that they feel would be beneficial to the UNIVERSITY OF CALGARY in QATAR (innovative proposal). The innovative proposal should be set out *entirely separately* in your proposal and will only become a contract if and when specifically agreed upon between you and the UNIVERSITY OF CALGARY in QATAR, apart from any acceptance of the basic proposal. The innovative proposal must address all purchase and service requirements of the UNIVERSITY OF CALGARY in QATAR.

THE CONTRACT

4.1 THE CONTRACT

The Contract you will have with the UNIVERSITY OF CALGARY in QATAR, if awarded to you, will include:

- **4.1.1** This Request and all of its schedules.
- 4.1.2 Your response, in its entirety, to the Request and, in that regard, all promises made in the response will be deemed covenants in the contract and all information, representations, and warranties made in the response will be deemed representations and warranties of the contract surviving the signing of any additional or formal documents prepared by the UNIVERSITY OF CALGARY in QATAR and the termination of the contract; provided that only those contractual terms indicated by you in your response as being terms which you would like the UNIVERSITY OF CALGARY in QATAR to consider and which are specifically agreed to by the UNIVERSITY OF CALGARY in QATAR form part of the contract.

4.2 CONFIDENTIALITY AND THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- **4.2.1** The bidder acknowledges that the UNIVERSITY OF CALGARY in QATAR must operate in accordance with *The Freedom of Information and Protection of Privacy Act (FOIP)* of Alberta as amended, revised, or substituted from time to time, and shall abide by the requirements of *FOIP* insofar as applicable to its operations and the information the bidder has access to, collects, or uses as a consequence of carrying out its obligations under this Request or any consequent contract.
- **4.2.2** The bidder, the bidder's employees and agents shall:
 - a) Keep strictly confidential all information concerning the UNIVERSITY OF CALGARY in QATAR and/or third parties or any of the business or activities of the UNIVERSITY OF CALGARY in QATAR and/or third parties acquired as a result of participation in the Request.
 - b) Only use, copy, or disclose such information as is necessary for the purpose of submitting a proposal or upon written authorization of the UNIVERSITY OF CALGARY in QATAR.

4.3 BID DISPUTE PROCESS

4.3.1 At the conclusion of the RFP, a letter reflecting the successful bidder(s) will be sent to the short-listed suppliers only. Unsuccessful suppliers may request a debriefing by contacting Mr Abubakar Aidarus, Procurement Officer.

- **4.3.2** The name of the successful bidder(s) will be made available to all non-short-listed bidders, and shall be divulged upon receipt of written request by the Supply Management within sixty-days (60) of the award date.
- **4.3.3** All award disputes or protests must be submitted in writing to the Director of Finance within five (5) days of the award date. Failure to protest within this time period shall be deemed a waiver of all rights. The Director of Finance's decision will be final in all protests or disputes. The UNIVERSITY OF CALGARY in QATAR takes protests very seriously and expects the same. Written protests shall include the following:
 - Name, address, telephone and fax number of complainants
 - Complainant's or its representative's signature
 - Reference competitive bid or contract number
 - Detailed documentation of the legal and factual grounds of the dispute, complete with copies of relevant documents
 - State dispute resolution expectations

TERMS AND CONDITIONS

5.1 Insurance

Suppliers shall provide proof satisfactory to the UNIVERSITY OF CALGARY in QATAR that they have valid subsisting public liability and property damage insurance showing the types of coverage, the amounts, and the effective dates of the insurance, which shall not be less than Qar 2,000,000 for bodily injury and property damage, inclusive limits or such greater amount as elsewhere provided in the contract. Failure for any reason to furnish this proof at any time shall be a breach of the contract, allowing the UNIVERSITY OF CALGARY in QATAR to terminate the contract or at the UNIVERSITY OF CALGARY in QATAR's option, to supply such insurance and charge the cost to the Supplier. The UNIVERSITY OF CALGARY in QATAR may require the Supplier to have the UNIVERSITY OF CALGARY in QATAR added as an insured party to the insurance policy and/or require the Supplier to furnish a certified copy of the policy for such insurance.

5.2 INDEMNIFICATION

Suppliers shall indemnify and save harmless the UNIVERSITY OF CALGARY in QATAR from and against all losses, costs, expenses and claims, demands, actions, payments, suits, recoveries, judgements, and settlements of every nature or description brought or recovered against or incurred directly by the UNIVERSITY OF CALGARY in QATAR by reason of any act or omission (negligent or otherwise) of the Supplier, or their agents or employees, in the performance of the contract.

5.3 PATENT INDEMNITY

The Supplier shall defend, at your own expense, any action brought against the UNIVERSITY OF CALGARY in QATAR to the extent that is based on a claim that the equipment supplied by the supplier under the contract infringes any patent, industrial design, or any other similar right, and the Supplier shall pay any costs and damages finally awarded against the UNIVERSITY OF CALGARY in QATAR in any such action.

5.4 INTELLECTUAL PROPERTY RIGHTS

The UNIVERSITY OF CALGARY in QATAR will be the owner of any intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any product developed through the Contract. Licensing and marketing rights to the developed product will not be granted in the Contract. Proposals regarding these rights should not be submitted in response to this RFP and will not be considered in evaluating responses. If, in the future, the UNIVERSITY OF CALGARY in QATAR elects to commercialize the developed product, the licensing and marketing rights will be negotiated separately.

5.5 DEFAULT

If service, quality, cost, or availability is deemed to be unacceptable and these defaults have not been corrected within 30 days of notice to do so, the UNIVERSITY OF CALGARY in QATAR has the right to cancel the contract upon thirty-day (30) written notice. Suppliers will only be entitled to payment for goods and services provided under the terms and conditions of the Agreement, up to the date of the default, and that there shall be no right or entitlement to the payment of any further sums or damages whatsoever.

5.6 ASSIGNMENT

Neither party shall assign this contract or any monies to become due thereunder without the prior written consent of the other.

5.7 PERMITS AND LICENSES

The supplier shall obtain and pay for all permits and licenses required either by the State of Qatar or any other authority to enable the supplier to do all things necessary to perform the contract according to the provisions of the contract.

5.8 Laws

The laws of the State of Qatar will govern this contract.

5.9 THE LABOUR RELATIONS CODE

The Supplier shall comply with all applicable provisions of Qatari Labour Law and all regulations made thereunder and any amendments thereto or any code or act passed in substitution therefore together with the applicable regulations as amended from time to time. Without limiting the generality of the foregoing, the Supplier shall pay all of your employees as required by the said law and the said regulations then in force.

5.10 WORKPLACE SAFETY

The Supplier shall comply with all the provisions of the State of Qatar and UNIVERSITY OF CALGARY in QATAR Workplace safety regulations, and all amendments thereto, and all regulations now or hereafter made thereunder, and shall indemnify the UNIVERSITY OF CALGARY in QATAR in respect to all matters arising out of or in connection with the Supplier's failure to comply in all respects with applicable provisions of the said act and regulations.

5.11 CONTRACT TERMINATION

The UNIVERSITY OF CALGARY in QATAR reserves the right to terminate the contract, or any part of the contract resulting from this RFP, due to unsatisfactory material, goods or service being supplied at any time during the contract period. Unsatisfactory material, goods, or services are defined as follows:

- 1. The quality of product is below that specified in the response to Request for Proposal.
- 2. The supplier is unable to deliver in the time periods specified.

- 3. The supplier fails to follow the UNIVERSITY OF CALGARY in QATAR's ordering and delivery procedures stated in the contract.
- 4. Support and service that does not meet standards stated in the contract or are otherwise not acceptable.

5.13 MUTUAL TERMINATION

With mutual agreement of both parties, upon receipt and acceptance of not less than sixty (60) days written notice, the contract or part of the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

5.14 PREPAYMENT TERMS

If prepayment is required, the Supplier must promptly provide and pay for a performance bond equal to the amount of the required prepayment.

5.15 TIME

Time is of the essence.

5.16 CONFLICT OF INTEREST DISCLOSURE

All proposal submissions must include full disclosure of all existing business relationships including, but not limited to, ownership interests or affiliations, direct or indirect, pertaining to the Request. Should a conflict of interest arise, the UNIVERSITY OF CALGARY in QATAR, at its sole discretion, may disqualify the proposal submission. Failure to disclose a potential conflict of interest in the proposal submission may result in disqualification from proposal process or termination of any contract that has been awarded as a result of the proposal process.

Purchase Order Terms and Conditions

- 1. Unless waived or otherwise agreed to in writing by the Buyer (University of Calgary) this Purchase Order, its terms and conditions, together with all relevant documents, drawings and specifications referred to herein, shall, when accepted by the Vendor, constitute the contract between the Vendor and the UNIVERSITY OF CALGARY in QATAR (UCQ) and shall not be altered, amended, varied or modified.
- 2. In accepting this order, the Vendor undertakes and agrees to provide all materials and/or perform all the services shown or described in the contract documents and in strict compliance therewith.
- 3. The Vendor agrees not to invoice at prices higher than those formally agreed to by this order or subsequent amendment.

- 4. If supplies furnished on this order are covered by separate contract, this order is given subject to the conditions specified in such contract; if for supplies not under contract, then the articles are to be supplied within a reasonable time after the order is given and the Vendor of any article to be used for a particular purpose warrants without any exception, that it is reasonably fit for that purpose.
- 5. Unless otherwise stated, all funds are payable in Qatari Riyals.
- 6. Each article or class of material or service to be supplied under this contract shall be in strict accordance with the specification. In the event UCQ judges that the quality of such article, material or service is deficient, UCQ may cancel the order by returning the goods at the Vendor's expense and debiting the Vendor's account with original purchase costs(s).
- 7. Where a delivery date is stated, delivery by such date is regarded as of the essence of the contract. Failure on the part of the Vendor to complete by the stated delivery date for reasons other than those beyond his control, will entitle UCQ to any one or combination of the following remedies:
 - a) Cancel the order.
 - b) Reassign the contract and charge the original Vendor with all incremental costs involved.
- 8. The Vendor warrants:
 - a) That the product(s) and /or service(s) supplied to UCQ conform in all respects to the standards set forth by State agencies.
 - b) That the shipping and handling of designated products and/or hazardous materials will be made in accordance with applicable State and Municipal regulations in force at the time of shipment.
 - c) Failure to comply with articles 8.a and 8.b as noted above will be considered breach of the contract.
- 9. Insofar as this order specified F.O.B. point, UCQ shall accept title for the goods at that point only. Materials not sold F.O.B. destination must be prepaid and charged or collect. Transportation charges, other than postage, must be supported by documents. Materials shipped parcel post must be insured. C.O.D. charges will not be accepted.
- 10. Unless this is a fixed price order, the Vendor undertakes and agrees to submit any price change proposals in detail and in writing to UCQ at least 30 days prior to their effective date. Such proposals will be subject to scrutiny and may be negotiated or the purchase order may be cancelled.
- 11. Vendor has the option to submit an invoice either in person or by mail, fax or email. Vendor will submit the invoice with reference to the purchase order to:

The UNIVERSITY OF CALGARY in QATAR Attn. Accounts Payable Al Forousiya Rd., Opposite Horse Race track PO Box 23133 Doha, Qatar Fax 974.4406.5299 Email apqatar@ucalgary.ca

- 12. UCQ shall not be responsible for any goods delivered and invoiced without a purchase order or purchase order number being received by the Vendor. The Vendor must ensure all invoices submitted to UCQ contain and clearly state a UCQ purchase order number. Failure to comply with this requirement may result in the invoice being returned to the Vendor and a delay in the payment of the Vendor's invoice.
- 13. Trade Discounts Advantage will positively be taken of all special and short term discounts. Discount date will be computed from date invoice received or date the goods are received, whichever is the later.
- 14. UCQ's standard payment terms are N30, however, every effort will be made to pay invoices as soon as possible. Advance payments will not normally be paid. Should an advance payment be required by the vendor, it will only be paid to a maximum of 20% and only after receipt of a bank guarantee for the same amount of the advance.
- 15. For all goods purchased directly from foreign countries for shipment into Qatar, the selling firm shall include four completed and signed copies of the Qatar Custom Invoice with the documentation accompanying the shipment. UCQ Customs and Traffic section performs most of its own customs and duty clearance requirements.
- 16. The Vendor agrees that all Canadian Goods and Services Tax and/or Customs Duty entitlement provided for by the Excise Tax and/or Customs Tariff Acts and all tax duty rate decreases and/or exemptions, resulting from amendments re-classifications, remissions or clarifications thereof on tax and/or duty- applicable priced goods/materials involved, whether recognized or not at the time the order is awarded, shall be passed on to UCQ. Otherwise said order is based on the specific Goods and Services Tax and/or Customs Duty status shown, which must be adhered to and all invoice billings must agree accordingly.
- 17. If the Vendor manufactures outside of Qatar or purchases outside of Qatar any goods involved in this contract, he must ensure that he, his agent, or representative is the "Importer of Record" for customs purposes.
- 18. The Vendor by its acceptance of the purchase order, shall indemnify and hold harmless UCQ, its agents and employees, from and against all loss or expense by reason of the liability imposed by law upon UCQ, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work.
- 19. The Vendor shall pay the royalties and patent license fees required for the performance of the contract. The Vendor shall, at his own expense, defend all suits and instituted proceedings against UCQ and indemnify UCQ against any award of damages, demands, losses or costs made against UCQ if such suits or proceedings are based on any claim that any of the products, documentation, parts and equipment, as supplied by the Vendor, constitutes an infringement, or an alleged infringement, of a patent, copyright, trademark, industrial design or other intellectual property right ("IP Rights") by the Vendor or anyone for whose acts he may be liable. If any of the products, documentation, parts and equipment constitute an infringement of IP Rights and its use is enjoined, the Vendor shall, at his own expense, procure for UCQ the right to continue using same, replace or modify same, so it becomes non-infringing and meets UCQ requirements, or pay UCQ for loss of use of same and for consequential damages or losses, which occur as a result of the alleged infringement of a patent by the Vendor or anyone for whose acts he may be liable.

- 20. UCQ shall not be bound by any total disclaimer or implied warranty and any expressed warranty or condition does not negate a warranty or condition implied by Consumer Protection Law (Qatar) unless inconsistent therewith.
- 21. The contract will be governed by the laws of the State of Qatar.
- 22. For purchase orders covering the supply and install of equipment or on-site service work by a Vendor, the Vendor is required to:
 - a) Ensure compliance by both the Vendor itself and Sub-contractors with the requirements of the Qatar Labour Law and all applicable regulations thereunder including and especially Part Ten related to Safety, Vocational Health and Social Care and Part Eleven related to Work Injuries and Compensation Thereof.
 - b) The Vendor shall provide proof satisfactory to UCQ that all Vendors have valid subsisting public liability and property damage insurance showing the types of coverage, the amounts and the effective dates of the insurance, which shall not be less than QR 2,000,000 for bodily injury and property damage inclusive limits or such greater amount as elsewhere provided in the contract. Failure for any reason to furnish this proof at any time shall be a breach of the contract, allowing the University to terminate the contract or at the University's option, to supply such insurance and charge the cost to the Vendor.
- 23. UCQ, Distribution Services does not have the equipment to deliver shipments in excess of a crate/pallet size of 1.98 Meters (6 feet 6 inches) and/or 100 kg (2200 pounds) to end user locations. It is the Vendor's responsibility to notify the Buyer listed on the PO before accepting any order when the shipments will exceed these limits. The University may require the Vendor to provide resources and costs to supply and install directly to the end user location.

DEFINITIONS

"MUST", "MANDATORY", "WILL", OR "SHALL"...

Mean a requirement that must be met in a substantial unaltered form in order for the proposal to receive consideration.

"SHOULD" OR "DESIRABLE"...

Mean a requirement having a significant degree of importance to the objectives of the Request.

"OPTIONAL"...

Means a requirement not considered essential but for which preference may be given.

"HEADINGS"...

Are used for convenience only, and they will not affect the meaning or interpretation of the clauses.

"UNIVERSITY OF CALGARY IN QATAR"...

Means to The UNIVERSITY OF CALGARY in QATAR.

"SUPPLIER", "VENDOR", "CONTRACTOR" "MANUFACTURER" OR "BIDDER"...

Means any company submitting a proposal for the provision of the goods and/or services requested in the RFP.

BID FORM

The following bid form must be included as part of your response. Failure to include the bid form with the response will result in the disqualification of the response.

The undersigned company represents and warrants that it is authorized to carry on business of this nature and that it is not disabled from performing the contract if awarded by any law of the State of Qatar. The undersigned also acknowledges receipt, understanding, and has taken into consideration all the information presented in the Request for Proposal. The undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the company and to bind it to this response and contracts awarded pursuant to it and in all matters relating to or arising out of the subject matter of this response. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

LEGAL CORPORATE NAME	DATE
MAILING ADDRESS	NAME AND TITLE (PLEASE TYPE)
CITY, COUNTRY	E-MAIL ADDRESS
PHONE AND FAX NUMBER	AUTHORIZED SIGNATURE
	ADDENDA RECEIVED (If Appli
e hereby acknowledge receipt of addenda	a and have modified our bid accordingly.
INDICATE THE # OF ADDENDA RECEIVED	
(E.G. ADDENDA # 1,2,3)	
COMPANY NAME	
	ORIZED COMPANY OFFICIAL



SCHEDULE A

REQUIREMENTS

LOCATION - UCQ Campus at Al Rayyan

- 1. Main Building
- 2. Annex Buildings A & B
- 3. Pump house and Ancillary Building
- 4. Security Stations

Electrical, Air-conditioning, Plumbing & other mechanical equipment and its related control switchgears or accessories or all other safety equipment are covered under this contract. this will include 2 # chillers (Trane and York), air handling units, chilled water pumps, water lift pumps, pressurization and booster systems, split units, packaged units, extract or fresh air fans, fire pumps and sprinklers, electrical MSSB or distribution panels, lighting devices including external and internal, all plumbing installation, fixtures, shower heads, taps etc.. this will also include all materials, replacement spare parts, consumable spare parts or materials like; light bulbs, V' Belts, grease, oil, gas etc...

Contract Duration: Three years with annual renewable option.

Contract period: January 1st 2022 to 31st December 2024.

QUALIFICATIONS OF BIDDERS:

Prior to submitting a bid for the work described by the specifications for this solicitation, the bidder must have at least **TEN** (10) complete and consecutive years of experience in providing full service maintenance of HVAC mechanical system; this system must be similar in size and design to the systems located at UCQ Campus at Al Rayyan. Reference qualifications, please submit along with your bid, at least four (4) and no more than five (5) references of companies or organization for which the bidder provided full service maintenance of the type, size and complexity of HVAC system comparable to those specified within this solicitation. The references must have been for services provided within the past five (5) consecutive years. Each reference and shall include the following:

- a) Name, address, current working phone number and contact person with copies of supporting documents.
- b) Name and location of references
- c) Term of contract
- d) Size and type of the facility (sq. footage)
- e) Type of services provided
- f) Letters of testament are optional

A. A. The CONTRACTOR shall be licensed in State of Qatar and comply with licensing regulations of the Department of Labor, Civil Defence and should be an "A Grade" electrical license holder having ISO and ICT certification.

B.The CONTRACTOR shall deploy only individuals who are trained, experienced and hold valid licenses for Electrical and HVAC services issued by the State throughout the term of the contract. Only those listed license holders will be allowed to perform work under this contract.

C. The CONTRACTOR shall supply all the equipment and tools necessary to perform the tasks under this contract.

SPARE PARTS/CONSUMABLES FOR MAINTENANCE

All required replacement or repair spare parts and related consumables (For example:- V Belts, Air Filters, gas, oil, lubricants, all type of light bulbs, LED light fixtures, hand spray, mixer taps, hose, float valves, grease, accessories etc related to the maintenance and servicing of equipment) are included in the contract and all cost shall be borne by The CONTRACTOR. Also, The CONTRACTOR is responsible for its inventory. All related cost associated with the said spare requirements shall be included in the contract. However, The CONTRACTOR shall provide the Client with the revision of spare parts list for the call of agreement (for additional requirement other than the comprehensive agreement). The list shall include the fast moving spare parts, which deem to be sufficient in quantities for the Contract period. Upon Client's approval of the spare parts list, the Client shall take the necessary action to make the parts available on site.

The CONTRACTOR shall have the following responsibilities towards the spare parts and consumable items:

- Maintain in secure storage areas and minimum inventory on site
- Prepare stock requisition with full technical specifications
- Technical revision *I* approval of suppliers offers
- Technical revision / approval of purchase orders
- Full examination of received spare parts and consumable items against the purchase order and approval of goods Received Notes (ORN)
- Adjust the quantity level to be always in average (between the maximum and minimum quantities)
- Regular check for storages
- Report to the Client the shortage in any item
- Feed the CMMS with all the quantities at all times
- All spares should be stored in a dry location not subject to excessive or fluctuating temperatures and their condition should be periodically inspected.

MAINTENANCE RECORD KEEPING

The CONTRACTOR will keep a daily logbook of all maintenance completed on UCQ equipment. On a daily basis the contractor will also record all checks on and monitoring of the equipment. The contractor will submit copies of the logbook to the Manager of Facilities at UCQ on a monthly basis.

MANAGEMENT FEE ON ADDITIONAL PURCHASE

CONTRACTOR is allowed to take nominal management fee for the coordination and procurement support. Those shall be as per the terms and conditions of the

contract as well as the sole discretion of UCQ Procurement Officer. Maximum management fee shall be limited to 5% of the cost of the spare/equipment.

WORKER'S WELFARE CONDITIONS

1. Recruitment and Annual Leave:

The CONTRACTOR shall recruit all employees as per applicable Qatar labour laws

The CONTRACTOR shall ensure that all employees provided under this contract receive paid annual leave as per Qatar Labor Law for each calendar year worked.

i) The annual leave schedules shall be subject to CLIENT's approval and shall be organized in a manner that preserves the CLIENTs best interests and work requirements.

CONTRACTOR shall pay the Overtime whenever workers will work extra time, out of their regular schedules or as required by the Qatar applicable laws. The copy of this payment shall be provided to UCQ when requested.

CLIENT reserves the right to instruct the CONTRACTOR to remove any worker immediately from site for violations of safety, discipline, improperly trained, not certified or trained for the job, violence in the workplace, etc. Or for poor performance.

2. Transport for workers:

The CONTRACTOR shall provide safe, suitable, sufficient and adequate transportation services to all personnel from their accommodation to Client's site and vice versa.

The CONTRACTOR shall ensure that all transportation services are carried out in an efficient and punctual timely manner satisfying all working schedules (e.g. normal working hours, normal shifts, overtime, call-out and emergency orders and/or during holidays, Ramadan. etc.).

The CONTRACTOR shall ensure that all workers arrive at their respective work locations at least fifteen (15) minutes prior to their scheduled starting time and arrive back to their accommodation facilities no later than forty-five (45) minutes after their scheduled finish time.

The CONTRACTOR shall ensure that all vehicles used for such transportation services are, at all times, in acceptable operating conditions, properly maintained, repaired as required, kept clean and operated in full compliance with all relevant governing laws, rules and regulations practiced/enforced in the STATE OF QATAR.

The CONTRACTOR shall ensure that all vehicles are air-conditioned and that a separate seat with seat belt is designated for each and every person being transported.

3. Accommodation:

The CONTRACTOR shall provide proper, sufficient, adequate and hygienic accommodation for all workers provided under this CONTRACT. Such accommodation shall be within a radial distance of thirty (30) Km from SITE and shall be reachable within maximum forty five (45) minutes drive abiding by speed limits under normal weather conditions.

All rooms shall be adequately air-conditioned and properly ventilated year round. Each and every person shall be provided with the following minimum items:

1. One durable bed (inclusive of all necessary orthopedic quality mattress, covers, sheets and pillows). Bedrooms shall contain a maximum of four (4) beds per room with a minimum of 6m2 floor area per bed, including storage. Bunk beds and bed sharing are specifically prohibited. Every Worker is to be provided with their own bed. Beds shall be (at least) 1.0m x 2.0m and a minimum of 0.3m above the floor and shall be made of material which is solid, durable, fire resistant and impervious to moisture. Each bed shall be screened by a hung, moveable privacy curtain to be made of durable, fire retardant and no transparent fabric. Lockable personal storage per bed shall be provided. Each bedroom shall be fitted with a door that is equipped with a thumb turn door cylinder lock to facilitate easy evacuation.

Workers shall be provided with the following free of charge: (a) mattress; (b) pillow; (c) two (2) sets of appropriate and suitable bed sheets and pillow cases per year; and (d) a blanket. Each bedroom must contain at least: (a) one (1) x operable window per room covered by a moveable curtain; (b) one (1) x power point per bed; and (c) one (1) x bed side table or appropriate shelf. The bedroom floor and walls shall be free of mould and debris and be easily cleanable. A shoe rack shall be wall mounted (i.e off the floor) in a ventilated area outside each bedroom with sufficient capacity for the number of occupants. The shoe rack shall be made of material which is solid and durable. Each bedroom shall be air conditioned with sufficient capacity to cool a fully occupied room during the hottest periods. The Contractor shall ensure that there is no storage or cooking of food or storage of filled water buckets within the bedrooms.

- 2. One durable locker/wardrobe lockable trunk adequate to store one person's clothing and personal belongings.
- 3. Toilet/Showering Facility Requirements: 1 Toilets, urinals, showers and washbasins shall be contained within one (1) defined toilet/showering space (Bathroom). 2 The Accommodation shall contain a minimum of one (1) x toilet per six (6) beds. 3 Each toilet (Asian or Western) shall be contained in a private, lockable cubicle. 4 All toilets shall be provided with a hose on the right hand side. 5 The Accommodation shall contain a minimum of one wall mounted shower, with shower head, per six (6) beds. 6 Each shower shall be fitted with: (a) drain pan; (b) privacy curtain or door; (c) soap dish; (d) clothes hook; and (e) towel rail. 7 The combination of a shower and toilet is expressly prohibited. 8 Only potable water shall be provided for showering and ablutions. Hot and cold water shall be provided at all times. 9 The Accommodation shall contain a minimum of one (1) x washbasin per four (4) beds. 10 One (1) x wall mounted glass mirror shall be mounted above each wash basin. 11 Each Bathroom shall be located so as to be accessible without any individual passing through any adjacent bedrooms. 12 Bathroom facilities shall be located no further than 50m from any bedroom. 13 Each Bathroom shall have sufficient ventilation to remove foul air and moisture. 14 Bathroom floors and walls shall be free of mould and debris and be easily cleanable. 15 Each Bathroom shall be cleaned daily and an intensive deep clean of all areas shall be undertaken monthly. 16 Each Bathroom shall be fitted with floor drains with covers to facilitate proper circulation and drainage.

Appropriate Laundry facilities shall be provided including one set of automatic washers and dryers for each 20 persons.

All necessary expenses associated with managing, operating and maintaining the accommodation, including utilities expenses, shall be paid in full solely by the CONTRACTOR without charging any of the workers.

The CONTRACTOR shall provide adequate and nutritious meals for all of its workers in the accommodation to meet international dietary standards and requirements.

The CONTRACTOR shall ensure that all accommodation facilities are properly maintained and attended for with regards to all necessary repairs, on-going and preventive maintenance. Furthermore, the CONTRACTOR shall ensure that such facilities are kept very clean, hygienic and free of all types of infestation at all times. CONTRACTOR shall ensure the provision of adequate number of janitorial personnel.

All CONTRACTOR accommodation, kitchen and dining facilities shall meet all CLIENT's relevant standards, as well as, all relevant governing laws and regulations practiced and/or enforced in the STATE OF QATAR. Furthermore, such facilities shall be subject to CLIENT's inspection and approval. CLIENT reserves the right to carry out such inspections unannounced at any time and at its sole discretion.

CONTRACTOR shall provide the audit report of its Facilities to UCQ when asked. Any violations shall be reported to UCQ

CONTRACTOR shall ensure that all incident, accidents or safety related violations must be reported to UCQ immediately.

CONTRACTOR shall designate a Supervisor to be based on the site who will co-ordinate with University of Calgary in Qatar (UCQ) to ensure the highest standard of Services. The Supervisor will provide a direct point of contact with UCQ Management, ensuring that the requirements hereof are adhered to constantly. The Supervisor is responsible for the management and operation of the Services herein, with a mandate to maximize effectiveness of the Services. The Supervisor shall bring all matters affecting the Facilities operations of the site to the attention of the UCQ Management immediately or as soon as practicable with a maximum period of 12 Hrs. The appointed supervisor should able to operate PC minimum Microsoft word, Excel and outlook and able to write reports. Supervisor shall be able to write, read & spoken English and should communicate fluently in English.

CONTRACTOR shall ensure that all paper work and log books are completed as per the requirements of the UCQ.

CONTRACTOR agrees that, all times during the term of the Agreement, it will procure and maintain, at its expenses, the types of insurance set out below and shall produce its originals to UCQ for inspection at any time during the term of the Agreement.

Workmen's Compensation which shall cover Contractor workers engaged in the performances of the Services.at UCQ

CONTRACTOR agrees and undertakes fully and effectively to indemnify and keep indemnified UCQ from or against all damages, loss, claims, demands, expenses, costs and liabilities, which UCQ including its all employees may at any time, incur as a result of any breaches by Contractor of its duties and obligation herein.

It is noted specifically that WORKERS proposed by CONTRACTOR are subject to approval by the UCQ. This approval does not relieve CONTRACTOR of any of its obligations under this Agreement.

4. Contractor Performance Metrics and Incentives:

CONTRACTOR shall develop and introduce metrics, by which the performance and deliverables under this CONTRACT, shall be annually assessed and evaluated. Such metrics shall cover various key aspects and parameters such as, but may not be limited to, the following:

- (1) SAFETY RECORD
- (2) PERSONNEL TURNOVER
- (3) QUALITY OF PERSONNEL
- (4) PAYMENT OF APPROPRIATE WAGES AND BENEFITS including over time
- (5) ADHERENCE TO CONTRACT REQUIREMENTS
- (6) RESPONSIBLE CARE OF WORKERS

UCQ will conduct periodic audits of all the paper work maintained by the CONTRACTOR staff on campus. The paper work shall be secured and archived as directed from the UCQ.

CONFIDENTIALITY: contractor staff may have access to confidential information to the site, office or documents. The Contractor shall take full responsibility that this information will be secured and not disclosed except the UCQ

LIST OF EQUIPMENT ACROSS THE WHOLE CAMPUS:

Sl. No.	Equipment Details
1	Blowers
2	Diffuser
3	Dampers
4	AC split unit, outdoor units, compressors and accessories
5	Supply and return grills
6	Trane and York Chillers in Main Building
7	FCU fan motors
8	FCU filters
9	AC packaged units
10	Air Handling Units
11	Pump Rooms
12	Flow control [mixing valve]
13	Vibration bolt and vibration pad properly
14	All AC ductworks
15	Toilet exhaust fans and diffusers

ADDITIONAL NOTES

- To submit PPM plan for all equipment on commencement of contract.
- To provide added services required by UCQ for day to day educational and events settings and operations.
- To provide support for furniture and office inventory and management
- To include annual maintenance for chiller systems in the Main Building and packaged units in Annexes A & B.
- To provide a technically skilled and experienced Maintenance Supervisor who can work under pressure, with good time management and organisation skills with one HVAC/AC technician, one plumber and one electrician
- The manpower deployed on UCQ campus can only be replaced with a prior approval from UCQ contact person, no changes without prior permissions

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TENDER EVALUATION CRITERIA

In order to have a bid package considered for evaluation the vender must provide separate technical and financial packages. The technical packages will be reviewed first and the venders that provide the information in the six areas requested below in a clear and concise format will then have their financial packages opened and evaluated.

Venders that do not provide a clear and concise technical submission will **not** have their financial packages considered.

All submitted technical tenders will be evaluated and given an overall score on the following six categories.

1) Relevant Experience (20%)

Provide detail on three similar projects when, where and how much were the projects? Start with the most recent.

2) Past Performance (20%)

Give three examples of previous client satisfaction.

3) Staff Technical Skills (15%)

Detail management, technical and professional personnel's experience and any special skills. Provide names, function and expertise.

4) Resources (15%)

Detail specialists and their equipment and the trade skills available.

5) Project Management Skills (15%)

Describe what tools are used to track project management. Describe software.

6) OHS Commitment (15%)

Detail what practices are in place to implement a safe workplace and describe how OHS practices will be monitored on site.