



## Request for Proposal

17 October 2007

Sir/Madam,

**Subject: Provision of Consulting Services and direct support for providing Structural and Building Services for the Engineering Design**

1. You are requested to submit a proposal for consultant services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract..... (Annex II)
  - iii. Terms of Reference (TOR)..... (Annex III)
  - iv. Proposal Submission Form ..... (Annex IV)
  - v. Price Schedule ..... (Annex V)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **November 12, 2007; 17:00 CET**

**UNDP Montenegro**  
**Beogradska 24b**  
**81000 Podgorica**  
**Montenegro**  
**"RFP 2007/1167"**  
**Attention: Shpend Selimi,**  
**Operations Manager**

Tel. +382 81 231 251  
Fax. +382 81 231 644

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

## Annex I

### Instructions to Offerors

#### A. Introduction

##### 1. General

UNDP is launching a tender through which a team local consultants and a institution / organization / company will be selected to **draft the Structural and Building Services Engineering Design (from concept, through schematic to final design) for new Office Building.**

##### 2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

#### B. Solicitation Documents

##### 3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

##### 4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization email address [procurement.me@undp.org](mailto:procurement.me@undp.org) or fax number indicated in the RFP. The procuring UNDP entity will respond in writing by posting on the UNDP website [www.undp.org.yu/montenegro](http://www.undp.org.yu/montenegro) to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the deadline for the submission of Proposals.

##### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment and post it on the above mentioned UNDP web sites. All prospective offerors are encouraged to visit the UNDP web sites regularly.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

## C. Preparation of Proposals

### 6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

### 7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

### 8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

#### (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

#### (b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

#### (c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and

brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information, which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

#### **9. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract. (ANNEX V)

#### **10. Proposal currencies**

All prices shall be quoted in **Euros**.

Any proposal not complying with the above mentioned request could be rejected.

#### **11. Period of validity of proposals**

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

#### **12. Format and signing of proposals**

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

#### **13. Payment**

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

### **D. Submission of Proposals**

#### **14. Sealing and marking of proposals**

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

addressed to:

**UNDP  
Beogradska 24b  
81000 Podgorica,  
Montenegro  
Attn: Shpend Selimi**

**and, marked with "RFP 2007/UN Building"**

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

Note if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

#### **15. Deadline for submission of proposals**

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than November 12, 2007 at 17:00 CET.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **16. Late Proposals**

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

#### **17. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals. No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## E. Opening and Evaluation of Proposals

### 18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### 19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### 20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

### 21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the Contractor offering the lowest price.

### ***Technical Evaluation Criteria***

| Summary of Technical Proposal<br>Evaluation Forms | Score Weight | Points<br>Obtainable | Company / Other Entity |   |   |   |   |
|---|--------------|----------------------|------------------------|---|---|---|---|
|   |              |                      | A                      | B | C | D | E |

|              |  |     |             |  |  |  |  |  |
|--------------|--|-----|-------------|--|--|--|--|--|
| 1.           | Expertise of Firm / Organization submitting Proposal | 30% | 300         |  |  |  |  |  |
| 2.           | Proposed Work Plan and Approach                      | 35% | 350         |  |  |  |  |  |
| 3.           | Personnel  | 35% | 350         |  |  |  |  |  |
| <b>Total</b> |  |     | <b>1000</b> |  |  |  |  |  |

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

| Technical Proposal Evaluation<br><b>Form 1</b>       |  | Points obtainable | Company / Other Entity |   |   |   |   |
|--|--|-------------------|------------------------|---|---|---|---|
|  |  |                   | A                      | B | C | D | E |
| Expertise of firm / organization submitting proposal |  |                   |                        |   |   |   |   |
| 1.1  | Litigation and Arbitration history   | 20                |                        |   |   |   |   |
| 1.2  | General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls) | 40                |                        |   |   |   |   |
| 1.3  | Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.   | 30                |                        |   |   |   |   |
| 1.4  | Quality assurance procedures, warranty   | 50                |                        |   |   |   |   |
| 1.5  | Relevance of:<br>- Specialised Knowledge<br>- Experience on Similar Programme / Projects<br>- Experience on Projects in the Region<br>Work for UNDP/ major multilateral/ or bilateral programmes   | 160               |                        |   |   |   |   |
|  |  | 300               |                        |   |   |   |   |

| Technical Proposal Evaluation<br><b>Form 2</b> |  | Points Obtainable | Company / Other Entity |   |   |   |   |
|--|--|-------------------|------------------------|---|---|---|---|
|  |  |                   | A                      | B | C | D | E |
| Proposed Work Plan and Approach                |  |                   |                        |   |   |   |   |
| 2.1  | Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?               | 75                |                        |   |   |   |   |
| 2.2  | Is the conceptual framework adopted appropriate for the task?  | 55                |                        |   |   |   |   |
| 2.3  | Is the scope of task well defined and does it correspond to the TOR?   | 100               |                        |   |   |   |   |
| 2.4  | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 120               |                        |   |   |   |   |

|   |   |           | 350                  |                        |   |   |   |   |
|---|---|-----------|----------------------|------------------------|---|---|---|---|
| Technical Proposal Evaluation<br>Form 3 |   |           | Points<br>Obtainable | Company / Other Entity |   |   |   |   |
|   |   |           |                      | A                      | B | C | D | E |
| 3.1                                     | Senior expert/s   |           | 280                  |                        |   |   |   |   |
|   |   | Sub-Score |                      |                        |   |   |   |   |
|   | General Qualification                                   | 250       |                      |                        |   |   |   |   |
|   | Suitability for the Project                             |           |                      |                        |   |   |   |   |
|   | - International Experience                              | 65        |                      |                        |   |   |   |   |
|   | - Training Experience                                   | 15        |                      |                        |   |   |   |   |
|   | - Professional Experience in the area of specialization | 140       |                      |                        |   |   |   |   |
|   | - Knowledge of the region                               | 30        |                      |                        |   |   |   |   |
|   | Language Qualifications                                 |           | 30                   |                        |   |   |   |   |
|   | - English language                                      | 20        |                      |                        |   |   |   |   |
|   | - Local language  | 10        |                      |                        |   |   |   |   |
|   |   |           | 280                  |                        |   |   |   |   |
| 3.2                                     | Junior expert/s   |           | 70                   |                        |   |   |   |   |
|   |   | Sub-Score |                      |                        |   |   |   |   |
|   | General Qualification                                   | 60        |                      |                        |   |   |   |   |
|   | Suitability for the Project                             |           |                      |                        |   |   |   |   |
|   | - International Experience                              | 10        |                      |                        |   |   |   |   |
|   | - Training Experience                                   | 5         |                      |                        |   |   |   |   |
|   | - Professional Experience in the area of specialisation | 35        |                      |                        |   |   |   |   |
|   | - Knowledge of the region                               | 10        |                      |                        |   |   |   |   |
|   | Language Qualifications                                 |           | 10                   |                        |   |   |   |   |
|   | - English language                                      | 5         |                      |                        |   |   |   |   |
|   | - Local language  | 5         |                      |                        |   |   |   |   |
|   |   |           | 70                   |                        |   |   |   |   |
| <b>Total Part 3</b>                     |   |           | 350                  |                        |   |   |   |   |
| <b>Grand Total:</b>                     |   |           |                      |                        |   |   |   |   |
| <b>Evaluator's Comments:</b>            |   |           |                      |                        |   |   |   |   |

## F. Award of Contract

### 22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

### 23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

**24. Signing of the contract**

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

## **Annex II**

### **General Conditions of Contract**

#### **1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

#### **2. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### **3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

#### **4. ASSIGNMENT**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

#### **5. SUB-CONTRACTING**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

#### **6. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### **7. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other

intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) Name UNDP as additional insured;
  - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
  - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

## **9. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## **10. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

### **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

### **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

### **15. TERMINATION**

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. SETTLEMENT OF DISPUTES**

### **16.1. Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

### **16.2. Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. TAX EXEMPTION**

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19 CHILD LABOUR**

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from

performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20 MINES**

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21 OBSERVANCE OF THE LAW**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **22 AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

## Annex III

### Terms of Reference (TOR)

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|                                 |   |
|---------------------------------|---|
| Title of the contract:          | Provision of Consulting Services and direct support for providing Structural and Building Services for the Engineering Design |
| Estimated Duration of contract: | Five months   |
| Starting Date:                  | 20 November 07 (tentative)  |
| Ending Date:                    | 20 April 08 (tentative)   |
| Location:                       | Podgorica, Montenegro   |

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#### 1. BACKGROUND

The first ever UN Eco Shared Premises will be built in Podgorica, Montenegro. This project is a result of joint collaboration between the Government of Montenegro, Municipality of Podgorica, the Austrian Government and the United Nations (Project Advisory Board). The UN Eco Shared Premises is conceptualized using efficient, ecological technology and a modern design that will equally satisfy the Montenegro Government's commitment to the Ecological State as well as provide the appropriate common premises for the five (5) resident UN Agencies in Montenegro, the non-resident UN agencies, and the UN consultants. The United Nations System in Montenegro has contracted a project manager who will: a) act a coordinator of the UN-contracted engineering company, selected group of local engineers (SGLE) and the Bureau Fughenschuh, the winning architectural firm who will jointly with the engineering company and SGLE work on developing detailed architectural and engineering drawings based on which a tender for construction will be issued.

In addition to the project manager and SGLE, the UN System in Montenegro is in charge of contracting an engineering company that will provide specialist services in developing the UN Eco Shared Premises idea into the concrete architectural and engineering drawings and plan, structural and building services and engineering designs based on which the tender procedure can be based.

#### 2. OBJECTIVE

To provide Consultancy services for SGLE and direct support in developing structural and building services engineering design for the construction of a new office building of about 1400m2 in Podgorica.

#### 3. TASKS

##### **Provision of Consultancy and direct support for developing structural and Building Services Engineering Design**

The Engineering Company (in further text „The Engineer“) will be responsible for part of the project technical documents/designs, to assure that the terms, all conditions, and requirements of these documents are met.

**The base for provision of Structural and Building Services Engineering Design are Architectural Technical Designs, accepted and verified by UN System in Montenegro.**

The offeror is required to enclose an adequate Design Specification along with each Installation design stage. These Design Specifications are considered to be a part of Proposal documentation.

Each Engineering Design stage will have to include:

1. Design Specification verified by Employer
2. Certificate of nominated Main Engineer, which also have to do an internal control of Engineering Designs
3. Internal control Certificate
4. Certificate of safety and fire protection regulation application for Engineering Designs
5. Other documents specified /stated bellow for each Engineering Design stage

Engineering Designs include:

- a) Main project - engineering design of Architecture
- b) Main project - engineering design of Construction
- c) Main project - engineering design of Mechanical Installations (heating system, air conditioning, ventilation, hot sanitary water)
- d) Main project - engineering design of Electrical Installations
- e) Main project - engineering design of Waterworks and Sewerage
- f) Main project - engineering design for Landscape (Finish grade, traffic, Landscape architecture)
- g) Visual Signalization Design
- h) Work Security Survey
- i) Fire protection Survey
- j) Operations and Maintenance work plan and manual
- k) Energy efficiency and savings calculations

Each of Engineering Designs mentioned above are to be provided jointly by SGLE supported by "The Engineer"

#### ***a) Main engineering design of Architecture***

As a part of this Engineering Design stage is required to have in detail:

- Technical description (description of the building, location, borders and size of the area/ land determined for UN building, environmental, traffic and utilities infrastructure factors, fire areas/sectors, area specification)
- Thermal and acoustic calculations
- All design plans (foundation, basement, groundfloor, roof) M 1:50,
- Ceilings M 1:50,
- Characteristic sections (longitudinal and cross-sections) M 1:50,
- All facades (including 5<sup>th</sup> facade- situation) M 1:50,
- Characteristic structural details M 1:5-25,
- Materialization (partitions, floors, walls and floors finishing, etc.)
- Scheme of metal works M 1:25,
- Scheme of joinery M 1:25,
- Spatial project designs of characteristic premises M 1:50,
- Furniture and equipment M 1:50,
- Bill of Quantities,
- Price List

**"The Engineer" will be responsible for:**

- Brief & Feasibility Studies
- Develop Client's requirements briefing document
- Seek clarification of brief requirements
- Develop initial design strategy concepts
- Develop plant space requirements in cooperation with Daniel Fugenschuh / Local partner
- Choice of materials and construction techniques
- Building Thermal Performance Standards
- Thermal insulation for the building construction

- Develop the thermal performance for the facades and external shading/solar control
- Sun shading devices for windows and rooflights
- Light transmission and reflecting devices for windows and rooflights
- Performance Specification Building Insulation
- Review daylighting and integration at windows / lighting systems with facades

**b) Main engineering design of Construction**

By Main Engineering Design of Construction is considered:

- Technical description (description of the building construction concept, main dimensions, geo-mechanical characteristics of terrain, geo-mechanical soil examinations, geodetic surveying)
- Structural design calculations,
- Concrete forms schedules and details,
- Bending schedules and details,
- Characteristic structural details,
- Materials,
- Bill of Quantities,
- Price List

**“The Engineer” will be responsible for:**

- Review Geotechnical report & foundation design
- Appraisal of local climatic conditions
- Initial Structural Assessment
- Prepare Typical Structural Detail Drawings
- Appraisal of site & construction conditions
- Develop Structural system for floor plates and vertical structure including load take-down
- Choice of materials and construction techniques
- Selection of Structural Foundation Solution
- Selection of Structural Frame Solution
- Construct Building Simulation Model

**c) Main engineering design of Mechanical Installations**

As a part of this Engineering Design of Mechanical Installations is required to have in detail:

- Technical description of heating system, air conditioning, ventilation and condition of hot sanitary water, heating substation, supervision over/on remote control and control of technical and technological equipment and systems, etc. Those descriptions must be in accordance to Project concept solutions approved and verified by UNDP,
- Calculations,
- All designing plans,
- Characteristic longitudinal and cross sections,
- Details, Scheme, Materialization,
- Technical and technological equipment,
- Bill of Quantities,
- Price List

**“The Engineer” will be responsible for:**

- Prepare preliminary schedules of heating and cooling loads as applicable
- Initial Sanitary Assessment
- Building Thermal Performance Standards and calculations
- Energy Performance Predictions
- Performance Specification For HVAC Systems
- Prepare HVAC & Sanitary Schematic Drawings
- Selection of HVAC Solutions
- Final HVAC Design Calculations

- Prepare HVAC Material & Workmanship Specification
- Prepare HVAC Plant & Equipment Specification
- Natural ventilation and passive cooling for building construction
- Thermal insulation for windows and rooflights

#### **d) Main engineering design of Electrical Installations**

In the frame of the Main engineering design of Electrical Installations the Engineering designs for low and high voltage must be done separately. Each of these projects must determinate a place and way of services on city infrastructure (transformer station on which the building should connect, telecommunication services).

Each of above stated Engineering design stages of Electrical Installations must include:

- Technical description,
- Calculations,
- All designing plans,
- Characteristic sections,
- Details, Scheme, Materials,
- Technical and technological equipment,
- Bill of Quantities,
- Price List

Engineering design for high voltage should content:

- Description of low stress distribution network/system on which building should connect
- Type and location of transformer station (out or inside of the building)
- Light (general/main, support, emergency lighting, etc.) outlets (socket), generator station (location, type and generator power, specification of consumers on generation system)
- Lighting installations
- Installations for redistribution of stress,
- Installations of over electricity protection,
- Equipment and installations for continually supplying,
- Central supervision and management of technological equipment.

#### **“The Engineer” will be responsible for:**

- Determine building energy demands and performance by computer simulation
- Prepare preliminary schedules of power loads as applicable
- Prepare HV & LV Electrical Schematic Drawings
- Prepare HV & LV General Arrangement Drawings
- Review HV Electrical Design
- Develop energy efficiency strategy considering sources of renewable energy
- Selection of Renewable Energy Systems
- Solar panels and renewable energy systems
- Performance Specification For Electrical Systems
- Electrical power distribution systems
- Lighting and lighting control systems

Engineering design for low voltage should content:

- Telecommunication installations,
- Loudspeaker installations,
- Interphone
- Signalization (fire protection system, fire alarm system, unauthorized entry, calling system, etc.)
- Electrical watches,
- RTV antenna installations,

- Information system installations.

**“The Engineer” will be responsible for:**

- Prepare LV Electrical Design
- Prepare LV Electrical Equipment Specification
- Prepare LV Electrical Workmanship Specification

**e) Main engineering design of Waterworks and Sewerage**

In the frame of the main engineering design of waterworks and sewerage each project (Engineering Design of Waterworks and Engineering Design of Sewerage) must be done separately. Each of these projects must determinate a place and way of services on town infrastructure (town water supply, main rain drain and main sewer, etc.).

Each of above stated engineering design stages of Waterworks and Sewerage must include:

- Technical description,
- Calculations,
- All designing plans,
- Characteristic cross sections,
- Details, Scheme, Materials,
- Technological equipment,
- Bill of Quantities,
- Price List.

Engineering designs of Waterworks have to contain:

- Installation for drinking water (city water supply),
- Installations of fire hydrant system (internal, external, garden hydrant, dry hydrant)
- Installations of water for fire protection (sprinklers, etc.),
- Installations of hot and cold sanitary water.

Engineering designs of Sewerage have to contain:

- Rainwater pipe,
- Building drainage,
- Sewer with local treatment of waste water

**“The Engineer” will be responsible for:**

- Water supply and conversation systems

**f) Main engineering design for Landscape**

Engineering design project comprises designs of traffic ridden surfaces, designs of road surfaces and pedestrians' areas leveling and landscaping designs.

Within the traffic ridden surfaces engineering designs following technical documentation have be enclosed:

- Technical description,
- All designing plans,
- Longitudinal and cross section of the building area,
- Details,
- Bill of Quantities,
- Price List.

Traffic lines i.e. traffic ridden surfaces and road surfaces and pedestrians' area leveling must be placed and designed on updated geodetic data base in a scale of 1:500.

By design of traffic ridden surfaces is necessary to be defined connection on service traffic line, which goes through building plan and superficial parking. Within this project design is to be resolved surfaces drainage of new designed traffic lines, superficial parking and pedestrians' areas.

By the landscape engineering design project must be done:

- Technical description of landscape works,
- Plants material specification (each three vegetation plans)
- All designing plans,
- Characteristic sections,
- Details,
- Commons furniture specification,
- Bill of Quantities,
- Price List.

Landscape includes free areas which are not planned for construction of architectural buildings, road and pedestrians' lines.

#### **g) Visual Signalization Design Project**

Within this project the documentation stated below is required to be enclosed:

- Technical description,
- Specification,
- All designing plans,
- Details,
- Bill of Quantities,
- Price List.

#### **h) Work Security Survey**

Work Security Survey has to define Contractor and Employer obligations regarding the regulations on safety for the duration of Works execution. Also, The Survey has to define safety measures in a case of all predictable and possible damages and risks.

All Regulations, rules and directions according to technical practice should be attached to this Survey.

#### **i) Fire protection Survey**

Within this Survey the documentation stated below is required to be enclosed:

- Technical description,
- Applied regulations and directions,
- Technical condition,
- Applied system of security measures for the duration of Works execution,
- Prediction of risks and measures to eliminate them,
- Calculations,
- Visual signalization,
- Emergency outlets.

#### **j) Operations and Maintenance workplan and manual**

An adequate Operations and Maintenance manual that will be suitable for operational staff is required to be enclosed for all technical and technological equipment that is installed, built-in or delivered. It is necessary to define a level/grade of experts, i.e. operational staff that will work on certain technological equipment.

The Operations and Maintenance manual includes:

- Cycles of preventive inspections of installed equipment,
- Scope of these works,
- Tools and equipment for measurement that will be used for these inspections,
- Specification of the materials and spare parts, which must be replaced periodically or by the specified inspections and methods for their replacement,
- Qualification structure and number of operational staff, which should maintenance technical and technological equipment,
- List of the most frequent damages and method to eliminate them
- Measures list for characteristic inspections.

**k) Energy efficiency and savings calculations**

**“The Engineer” will be responsible for:**

- ✓ Energy efficiency and saving calculations.

The offeror should demonstrate the following aspects of the technical capacity:

- ✓ Relevant experience of completed (in the last 5 years), or in progress, exemplar low energy and sustainable office buildings;
- ✓ International projects or experience with international design teams;
- ✓ Awards received for work in this sector or of a similar nature;
- ✓ Activities in relation to education, research or dissemination of sustainability & environmental design issues
- ✓ Practice policy on and supporting evidence of the approach to sustainability;
- ✓ Professional qualifications for those that would be carrying out the work;
- ✓ Average annual number of staff over the last 3 years;
- ✓ Any subcontracting proposed on this project;
- ✓ Evidence of quality management procedures.

From October 20<sup>th</sup> to October 30<sup>th</sup>, during the time period from 08:00 to 17:00, all interested companies/individuals will be able to collect the hard copies of the Architect's drawings at the UNDP Office in Podgorica (Beogradska 24b, 81000 Podgorica) and will be able to take an escorted visit to the building site. Use of such printed material is strictly restricted to the purpose of preparing the subject offer.



## Annex V

### PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on electronic form.

| <b>Price Schedule:</b>                    |                               |                        |                   |                         |
|---|-------------------------------|------------------------|-------------------|-------------------------|
| <b>Request for Proposals for Services</b> |                               |                        |                   |                         |
| <b>Description of Activity/Item</b>       |                               | <b>Number of Staff</b> | <b>Daily Rate</b> | <b>Estimated Amount</b> |
| <b>1.</b>                                 | <b>Remuneration</b>           |                        |                   |                         |
| 1.1                                       | Services in Home office       |                        |                   |                         |
| 1.2                                       | Services in Field             |                        |                   |                         |
|   |                               |                        |                   |                         |
| <b>2.</b>                                 | <b>Out of Pocket Expenses</b> |                        |                   |                         |
| 2.1                                       | Travel                        |                        |                   |                         |
| 2.2                                       | Per Diem Allowances           |                        |                   |                         |
| 2.3                                       | Communications                |                        |                   |                         |
| 2.4                                       | Reproduction and Reports      |                        |                   |                         |
| 2.5                                       | Equipment and other items     |                        |                   |                         |
|   |                               |                        |                   |                         |