



Montenegro

Request for Proposal (RFP 026-08)

Date: 4 September 2008

Subject: Engineering Design for Ammunition Storage – Brezovik, Niksic

Dear Sir/Madam,

UNDP invites registered companies/legal entities to submit a proposal for the realization of **Engineering Design for Ammunition Storage – Brezovik, Niksic**; as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, enclosed are:
 - i. Instructions to Offerors(Annex I)
 - ii. General Conditions of Contract.....(Annex II)
 - iii. Terms of Reference (TOR)(English and Montenegrin).....(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 **25th September 2008, 2008 12:00h CET**.

**UNDP Country Office Montenegro
Beogradska 24b,
81000 Podgorica, Montenegro
RFP.No 026-08
"NOT TO BE OPENED BY REGISTRY"**

Fax: +382 81 231 644
**E-mail: procurement.me@undp.org ;
gordan.ivanovic@undp.org**

4. If you request additional information, we would endeavour 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.

Yours sincerely,

Alexander Avanesov,
UNDP Resident Representative

Annex I

Instructions to Offerors

Interested bidders will have the opportunity to view the work site upon making an appointment. Information may be obtained by contacting Lieutenant-colonel Dragomir Glomazic at 067 222 537

A. Introduction

The purpose of this tender is producing Project Design for Ammunition Storage – Taras, Danilovgrad - Montenegro.

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 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 organisation's e-mail address or fax number indicated in the RFP. The procuring UNDP entity will respond **in writing by posting on the UNDP web site** www.undp.org.yu/montenegro/files/tenders to any request for clarification of the Solicitation Documents that it receives earlier than **four days** 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 site. All prospective Offerors are encouraged to visit the UNDP web site 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 can be written in **Montenegrin language**.

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 organisational 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 (with CVs included) 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 and goods it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in Euros for domestic or in US dollars for international companies.

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 three copies of the Proposal, clearly marking one "Original Proposal" and (two) "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The three 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 authorisation 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 initialled 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 Country Office Montenegro
Beogradska 24b,
81000 Podgorica,
Montenegro**

and,

- marked with – **"RFP: 11-08 Engineering Design for Ammunition Storage – Taras, Danilovgrad - Montenegro"**

(b) All inner and outer 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 **25 September 2008, 2008 12:00h 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 UNDP CO Montenegro.

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 utilised 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 700 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 all contractors, who have attained minimum 70% score in the technical evaluation will be compared. The contract will be awarded to the contractor that have offered the lowest price.

Consultancy Services MEPP - Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	43%	300					
2.	Proposed Work Plan and Approach	14%	100					
3.	Personnel	43%	300					
Total			700					

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 / Organisation Submitting Proposal
- Form 2: Proposed Work Plan and Approach
- Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1		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, licenses	50					
1.5	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP programmes	160					
		300					

Technical Proposal Evaluation	Points	Company / Other Entity				
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Form 2		Obtainable	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?	30					
2.2	Is the scope of task well defined and does it correspond to the TOR?	40					
2.3	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	30					
		100					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
3.1	Team for Geodetic Survey		60					
		Sub-Score						
	General Qualification (including possession of individual licenses)	30						
	Professional Experience in the area of specialisation	30						
		60						
3.2	Team for Guardhouse and fences		60					
		Sub-Score						
	General Qualification (including possession of individual licenses)	30						
	Professional Experience in the area of specialisation	30						
		60						
3.3	Team for Electrical and Lightning		60					
		Sub-Score						
	General Qualification (including possession of individual licenses)	30						
	Professional Experience in the area of specialisation	30						
		60						
3.4	Team for hydro network		60					

		Sub-Score						
	General Qualification (including possession of individual licenses)	30						
	Professional Experience in the area of specialisation	30						
		60						
3.5	Team for Road and Parking		60					
		Sub-Score						
	General Qualification (including possession of individual licenses)	30						
	Professional Experience in the area of specialisation	30						
		60						
	Total Part 3		300					
Grand Total:								
Evaluator's Comments:								

NOTE: Proposal has to contain deadline for completion of designing work.

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 3 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 fulfil 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
Engineering Design for Ammunition Storage – Brezovik, Niksic - Montenegro

TERMS OF REFERENCE (ToR)

1. For producing a Detail Analysis for adaptation of ammunition storage facilities no. 11, 12, 13, 14, and 15 within warehouse “Brezovik” in Nikšić

A. Background

All structures have just ground floor, rectangular base area 35,0 x 12,5 m, walls are built from processed stone blocks in flexible mortar, founded on continuous footing, floor tile is AB, ceiling construction is wooden made from fir beams laid over the walls and internal AB frame, and sub-construction is made from lime plaster thrown over the cane, internal walls are plastered and whitewashed.

Roof construction is made from wooden cross crown post, the roof is double pitch with double pitched cover from Sterreberg interlocking clay pantile. Structures have lying and suspension flumes, lightning rod, there are sidewalks built around the structures and concrete platform for loading and unloading of ammunition, as well as concrete anti-fire basins.

Joinery is made from solid wood.

B. Detailed analysis for adaptation envisages the following

- Replacement of damaged elements of the roof construction, lining, joinery, roof cover, flumes, sidewalks, extension of the ammunition loading and unloading ramp, as well as internal and external development of the structure.
- Construction of the rampart in front of the structure, in line with the pyrotechnics evaluation.

2. For production of the Final Design for the part of the internal fence within ammunition storage „Brezovik“, municipality Nikšić

At the level of Final Design, part of the internal fence, within the warehouse, should be designed (using the existing one, or the one with similar characteristics as a roll model), total length circa 1000 m, which will separate the part for the ammunition storage, and two folding steel gates should be constructed as well.

The Final Design of the fence should be produced in line with the:

- Terms of references
- Valid legislation, Law on Protection of the Environment, valid rulebooks on production of technical documentation
- Existing conditions on the field

Before the production of the Final Design, geodetic survey in scale R 1: 250, should be conducted.

CONTENTS OF THE FINAL DESIGN

Final Design should contain all textual and graphic annexes necessary for the Building Plan, according to the Law on production of technical documentation.

Textual part:

- Technical report
- Numerical data for marking the new line

- Bill of quantities and estimated bill of works
- Technical description of works

Graphic annexes:

- Base map R= 1: 250
- Location plan R= 1: 250
- Longitudinal section R= 1: 25/250
- Cross section R= 1: 100
- Necessary details R= 1: 10
- Leveling plan R= 1: 250

Final Design of the reconstruction should be submitted to the client in 6 (six) copies, and one copy in digital form.

3. For production of the Final Design for the reconstruction of the part of the existing line of communication and the handling area in front of the structures within ammunition storage „Brezovik“ in municipality Nikšić

PHASE- COMMUNICATION LINE

Production of the Final Design for the reconstruction of the existing communication line within the storage, total length circa 2000 m.

The Final Design for the reconstruction of the existing communication line and the handling area in front of the ammunition storage facilities should be done in line with the:

- Terms of references
- Valid legislation, Law on Protection of the Environment, valid rulebooks on production of technical documentation
- Existing conditions on the field

Before the production of the Final Design, geodetic survey should be conducted.

Longitudinal and cross sections should be done in accordance with the conditions on the field and dewatering conditions.

Curves' radius should be adjusted to the conditions on the field.

Road construction, of the communication line, should be made from asphalt and dimensioned in respect to the expected volume of traffic.

Road construction should be laid over the old one in manner so to avoid subsidence and appearance of cracks on the road surface.

Design the way of discharging storm waters from the road.

Traffic signals should be designed in line with standards in that area.

CONTENTS OF THE FINAL DESIGN

Final Design should contain all textual and graphic annexes necessary for the Building Plan, according to the Law on production of technical documentation.

Textual part:

- Technical report
- Numerical data for marking the new line
- Bill of quantities and estimated bill of works
- Technical description of works

Graphic annexes:

- Base map R= 1: 250
- Location plan R= 1: 250
- Longitudinal section R= 1: 25/250
- Cross section R= 1: 100
- Necessary details R= 1: 10
- Leveling plan R= 1: 250

Final Design of the reconstruction should be submitted to the client in 6 (six) copies, and one copy in digital form.

4. For production of the Final Design for the reconstruction of the main roof trusses and fissures on the walls of the structure S3 designated for ammunition storage, within the warehouse „Brezovik“ in Nikšić

A. Background

The structure has just ground floor, rectangular base area 35,0 x 12,5 m, longitudinal and cross walls are made from solid brick d=38 sm in flexible mortar, with stiffed horizontal and vertical ring beams.

Axis distance of vertical ring beams is 5,0 m.

Walls are plastered both internally and externally, founded on continuous footing on the soil of IV category, floor tile is AB.

The roof is double pitched with 20° roof slope.

The main roof trusses are made from latticed sheeting rail, 13,0 m span resting on the horizontal AB ring beam over the washers and anchors. Distance between the main trusses is 2,5 m.

Over the upper belt of the roof trusses durisol plates are placed, as well as stone wool, roofing paper, wooden scantlings 5 x8 sm over which roof cover from asbestos is installed- cement flute tiles.

B. Final Design of the reconstruction should envisage the following:

- Capturing and transporting the horizontal power from the roof construction, in terms of constant and temporary load, trough main steel roof trusses, to achieve full stability of the structure.
- Rehabilitation of the wall fissures.

5. For the producing Detailed Analysis for adaptation of the existing hydrant network within the storage „Brezovik“ in Nikšić

A. Detailed Analysis of adaptation should envisage the following:

- Replacement of damaged elements of the hydrant network: pipes, air valves, valves, hydrants. Total length of the hydrant network is circa 4000 m.

TERMS OF REFERENCE FOR PRODUCTION OF THE FINAL DESIGN FOR THE HEAVY AND LIGHT CURRENT INSTALLATIONS IN FACILITY "BREZOVIK" IN NIKŠIĆ

A. HIGH-VOLTAGE CONNECTION AND TRANSFORMER SUB-STATION 10/0,4 KV

To design:

- External high-voltage 10 KV connection from the grid, in line with the conditions for production of technical documentation issued by the competent electric company.
- Designer is obligated to obtain aforementioned conditions from the electric company Nikšić.
- External high-voltage connection should be designed on concrete pillars with self-carrying cable sheaf of the appropriate cut.
- Design pillar-transformer- sub-station TS 10/04 KV on a concrete pillar with the transformer sub station of the appropriate power.

B. DIESEL ELECTRIC GENERATOR AND FREE STANDING ELECTRICAL CONTROL BOX

To design:

- Container diesel generator, minimal power 70 KVA;
- Diesel generator should be located between the management building and the pump station;
- At the end of the connection, design free standing electric control box, where equipment for the connection of the diesel generator should be placed;

C. LOW- POWER DISTRIBUTION AND EXTERNAL LIGHTNING

Supply power cables, PPOO-A of the appropriate cut, should be designed to go from the free standing electric control box to the structure.

Supply cables, external lightning cables, and control lines should be laid into the ground ditch together with cables for video surveillance and perimeter protection system, but still at some distance from them (within ditch) according to regulations.

External lightning supply should go from the main switchboard, which will be located in the guardhouse.

Turning on the lightning, each reflector individually, should be linked to the design of the perimeter protection alarm system, but also manually using the switch installed on the main switchboard.

The lamp and the light source: Reflector with 300 W halogen bulb.

Pillars and lamp carriers: Design metal pillars 8 m high. Together with reflectors, video surveillance cameras should be installed on the same pillar.

Supply cables should be low-tension cable PPOO-A of the appropriate cut and control lines PPOO with appropriate number of wires.

Reflectors supply should be designed to go from NKRO, in form of free standing electric control box.

Beside each building, and on the parking lot, there should be one NKRO, and half of the space should be used for placing video surveillance equipment and perimeter protection, and the second half for high power equipment.

NKRO should be designed to accommodate OG plug box for protection of the IP 65, and this plug box will serve to supply portable lamps in Ex protection.

Protection from the rush of current within designed installation should be solved through protection from direct or indirect touch, and in accordance with JUS (Yugoslav standard) M.B2.741.

D. VIDEO SURVEILLANCE SYSTEM AND PERIMETER PROTECTION

Final Design should provide for the best solutions in terms of technical protection (video surveillance) and perimeter protection, which should provide for continuous protection and, at the same time, have autonomy in terms of supply.

Video surveillance system should be designed with cameras to be installed externally and to cover the facility front door, parking lot, sensitive parts of the fence, so that video surveillance system, combined with perimeter protection system, provides reliable technical protection system.

Equipment for archiving and reviewing of data: Central video surveillance system, headquarters for perimeter protection, and alarm siren should be placed in the guardhouse.

Cameras should be all weathers resistant, resistant to physical damages, operating 24 hours non-stop, to have zooming capabilities, as well as remote control on locations where deemed necessary.

The design of the technical protection system should meet the following conditions:

- selected equipment must be robust;
- selected equipment must be easy to maintain;
- equipment should signal as less false alarms as possible;
- equipment must be user friendly.

Electrical-power infrastructure should be aligned with the technical solutions proposed in the Final Design of the warehouse.

PROJEKTNI ZADATAK

1 - za izradu elaborata za adaptaciju objekata za smještaj municije br. 11, 12, 13, 14 i 15 u skladištu »Brezovik« u Nikšiću

A. Postojeće stanje

Objekti su prizemni, osnove pravougaone 35,0 x 12,5 m zidovi su sazidani od obrađenih kamenih blokova u produžnom malteru, fundirani na trakastim temeljima, podna ploča je AB, plafonska konstrukcija je drvena urađena od čamovih greda položenih preko zidova i unutrašnjeg AB rama a podkonstrukcija je čok malter nabačen preko trske, unutrašnji zidovi su omalterisani i okrečeni.

Krovna konstrukcija je drvena duple stolice, krov je na dvije vode pokrivač dvovodni falcovani crijep, objekti posvjeđuju ležeće i viseće oluke, gromobranksku zaštitu, oko objekata urađeni su trotoari i betonska platforma za utovar i istovar municije kao i betonski protiv požarni bazeni.

Stolatiya na objektima je od punog drveta

B. Elaboratom adaptacije predviđeti sledeće

- Zamjenu, oštećenih elemenata krovne konstrukcije, opšava, stolarije, krovnog pokrivača, oluka, trotoara, proširenje rampe za utovar i istovar municije kao i unutrašnje i spoljašnje uređenje objekata.
- Izrada grudobrana ispred objekata u skladu sa pirotehničkom procjenom

2 - ZA IZRADU GLAVNOG PROJEKTA ELEKTRO INSTALACIJA JAKE I SLABE STRUJE ZA KOMPLEKS "BREZOVIK" NIKŠIĆ

A. VISOKONAPONSKI PRIKLJUČAK I TRAFOSTANICA 10/0,4 KV

Predvidjeti:

- spoljnji visokonaponski 10 KV priključak sa distributivne mreže a sve u skladu sa uslovima za izradu tehničke dokumentacije izdatim od nadležne elektrodistribucije;
- obaveza projektanta da pribavi predmetne uslove od Elektrodistribucije Nikšić;
- spoljnji visokonaponski priključak projektovati na betonskim stubovima sa samonosivim kablovskim snopom odgovarajućeg presjeka;
- projektovati stubnu trafostanicu TS 10/0,4 KV na betonskom stubu sa transformatorom odgovarajuće snage.

B. DIZEL ELEKTRIČNI AGREGAT I SLOBODNO STOJEĆI RAZVODNI ORMAR

Predvidjeti:

- kontrjnerski dizel agregat min. snage 70 KVA;
- dizel agregat locirati na prostoru između upravne zgrade i pumpne stanice;
- na kraju priključka u sklopu kompleksa predvidjeti slobodno stojeći razvodni ormar u kome smjestiti opremu za priključak dizel agregata.

C. NISKONAPONSKI RAZVOD I SPOLJNJA RASVJETA

Od slobodno stojećeg razvodnog ormara do objekata projektovati napojne kablovske vodove kablovima PPOO-A odgovarajućeg presjeka.

Napojne kablove, kablove za spoljnju rasvjetu i komandne vodove polagati slobodno u zemljanom rovu zajedno sa kablovima za video nadzor i sistem perimetarske zaštite a na rastojanju u skladu sa propisima.

Napajanje spoljnje rasvjete predvidjeti iz glavne razvodne table smještene u objektu stražare.

Uključivanje rasvjete, pojedinačno svakog reflektora, projektovati proradom alarmnog sistema perimetarske zaštite i ručno preko prekidača montiranog na glavnoj razvodnoj tabli.

Svjetiljka i svjetlosni izvor: Reflektor sa halogenom sijalicom od 300 W.

Stubovi i nosači svjetiljki: Predvidjeti metalne stubove visine 8 m. Zajedno sa reflektorom na istom stubu montirati i kamere za video nadzor.

Za napojne kablove predvidjeti niskonaponski kabal PPOO – A odgovarajućeg presjeka a komandne vodove PPOO odgovarajućeg broja žila.

Napajanje reflektora predvidjeti iz NKRO izvedenom kao slobodno stojeći razvodni ormar.

Pored svakog objekta i na parking planirati po jedan NKRO stim da je pola prostora za smještaj opreme za video nadzor i perimetrijsku zaštitu a druga polovina za smještaj opreme jake struje.

Na NKRO predvidjeti montažu OG priključnice u zaštiti IP 65 a koja će služiti za napajanje prenosive svjetiljke u Ex zaštiti.

Zaštitu od električnog udara u projektovanoj instalaciji riješiti kroz zaštitu od direktnog i indirektnog dodira a shodno JUS M.B2.741.

D. SISTEM VIDEO NADZORA I PERIMETARSKE ZAŠTITE

Projektnom dokumentacijom dati najpovoljnije rješenje tehničke zaštite (video nadzor) i perimetarsku zaštitu koje treba da obezbijedi kontinuirano obezbeđenje i da ima autonomnost u napajanju.

Sistem video nadzora realizovati sa kamerama za spoljnu montažu, kojim je potrebno obuhvatiti ulazna vrata objekata, parking i osjetljive dionice ograda, tako da sistem video nadzora u kombinaciji sa sistemom perimetarske zaštite pruža pouzdan sistem tehničke zaštite.

Opremu za ahiviranje i pregled podataka: Centralni sistem video nadzora, centralu za perimetarsku zaštitu i alarmnu sirenu planirati u objektu stražare.

Kamere treba da su otporne na atmosferske uslove, fizička oštećanja, da rade 24 časa bez prekida, da imaju mogućnost zumiranja i upravljanja na lokacijama gdje se smatra da je to potrebno.

Rješenje sistema tehničke zaštite treba da zadovolji:

- da izabrana oprema bude robusna;
- da oprema bude laka za održavanje;
- da daje što manje lažnih dojava i
- da je jednostavna za upotrebu.

Elektro energetska infrastrukturu usaglasiti sa projektnom dokumentacijom infrastrukture skladišta.

3 - PROJEKTNI ZADATAK za izradu elaborata za adaptaciju postojeće hidrantske mreže unutar skladišta »Brezovik« u Nikšiću

C. Elaboratom adaptacije predviđeti sledeće

- Zamjenu, oštećenih elemenata hidrantske mreže:
Cijevi, vazdušnih ventila, ventila, hidranta
Ukupna dužina hidrantske mreže cca 4000 m

4 - PROJEKTNI ZADATAK za izradu Glavnog projekta dijela unutrašnje ograde unutar skladišta municije »Brezovik« Opština Nikšić

Na nivou Glavnog projekta, projektovati dio unutrašnje ograde (po uzoru na postojeću ili sličnih karakteristika) unutar skladišta, ukupne dužine cca 1000 m , kojom će se odvojiti dio magacina za skladištenje municije sa vezom izradom dvije dvokrilne čelične kapije.

Glavni projekat ograde uraditi u svemu prema

- Projektom zadatku
- Postojećoj zakonskoj regulativi
Zakonu o zaštiti životne sredine
Važećim pravilnicima o izradi tehničke dokumentacije
- Postojećim uslovima na terenu

Prije izrade Glavnog projekta potrebno je izvršiti geodetsko snimanje u razmjeri R 1:250

SADRŽAJ PROJEKTA:

Projekat treba da sadrži sve tekstualne i grafičke priloge za Izvođački projekat saglasno Zakonu o izradi tehničke dokumentacije.

Tekstualni dijo:

- Tehnički izvještaj
- Numerički podaci za obilježavanje trase
- Predmjer i predračun radova
- Tehnički opis radova

Grafički prilozii

- Geodeskapodloga R=1:250
- Situacioni plan R=1:250
- Uzdužni profili R=1:25/250
- Poprečni profili R=1:100
- Potrebni detalji R=1:10
- Nivelacioni plan R=1:250

Glavni projekat rekonstrukcije potrebno je naručiocu dostaviti u 6 (šest) primjeraka i jedan primjerak u digitalnoj formi.

5 - PROJEKтни ZADATAK za izradu glavnog projekta rekonstrukcije glavnih krovnih vezača i prslina na zidovima na objektu S3 za smještaj municije u skladištu »Brezovik« u Nikšiću

A. Postojeće stanje

Objekat je prizemni, osnove pravougaone 35,0 x 13 m podužni i poprečni zidovi su sazidani od pune opeke d=38 sm u produžnom malteru, ukrućeni horizontalnim i vertikalnim serklažima, Osovinsko rastojanje vertikalnih serklaža 5,0 m zidovi su omalterisani spolja i unutra, fundirani na trakastim temeljima u tlu IV kategorije, podna ploča je AB, Krov je na dvije vode sa nagibom 20° Glavni krovni vezači se sastoje od rešetkaste rigle, raspona 13,0 m koja se oslanja na horizontalni AB serklaž preko podložnih pločica i ankera. Razmak glavnih vezača je 2,50m Preko gornjeg pojasa krovnih vezača položene su durisol ploče, kamena vuna, terhartija, drvene štafle 5 x 8 sm preko kojih je montiran krovni pokrivač od azbest- cementnih valovitih ploča

B. Glavnim projektom rekonstrukcije predviđeti sledeće

- Prihvatanje i prenošenje horizontalne sile sa krovne konstrukcije od stalnog i povremenog opterećenja preko glavnih krovnih čeličnih vezača, za potpunu stabilnost objekta.
- sanacije prslina na zidanoj konstrukciji
- Izrada grudobrana ispred objekata u skladu sa pirotehničkom procjenom

6 - PROJEKтни ZADATAK za izradu Glavnog projekta rekonstrukcije dijela postojeće saobraćajnice, i manipulativnog prostora ispred objekata u skladišnom kompleksu municije »Brezovik« u Opštini Nikšić

FAZA- SAOBRAĆAJ

Izrada Glavnog projekta rekonstrukcije postojeće saobraćajnice unutar skladišta, ukupne dužine cca 2000 m

Glavni projekat rekonstrukcije postojeće saobraćajnice i manipulativni prostor ispred objekata municije uraditi u svemu prema

- Projektom zadatku
- Postojećoj zakonskoj regulativi

Zakonu o zaštiti životne sredine
Važećim pravilnicima o izradi tehničke dokumentacije

- Postojećim uslovima na terenu

Prije izrade Glavnog projekta potrebno je izvršiti geodetsko snimanje,

Poprečne i uzdužne profile uraditi u skladu sa uslovima terena i uslovima odvodnjavanja.

Radijuse krivina prilagoditi postojećim uslovima na terenu.

Kolovoznu konstrukciju saobraćajnice dimenzionisati za očekivani saobraćaj zastorom od asfalta.

Način izvođenja kolovozne konstrukcije na kontaktu nove i postojeće, za izbjegavanje nastanka slijeganja i pojave pukotina na zastoru.

Način odvođenja atmosferske vode sa saobraćajnice

Saobraćajnu signalizaciju projekrovati saglasno propisima i standardima iz ove oblasti

SADRŽAJ PROJEKTA:

Projekat treba da sadrži sve tekstualne i grafičke priloge za Izvođački projekat saglasno Zakonu o izradi tehničke dokumentacije.

Tekstualni dijo:

- Tehnički izvještaj
- Numerički podaci za obilježavanje trase
- Predmjer i predračun radova
- Tehnički opis radova

Grafički prilozi

- Geodeskapodloga R=1:250
- Situacioni plan R=1:250
- Uzdužni profili R=1:25/250
- Poprečni profili R=1:100
- Potrebni detalji R=1:10
- Nivelacioni plan R=1:250

Glavni projekat rekonstrukcije potrebno je naručiocu dostaviti u 6 (šest) primjeraka i jedan primjerak u digitalnoj formi.

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 diskette (IBM compatible).

Price Schedule:

	Description of Activity/Item	price per m o m2	Estimated Amount
	Remuneration		
1	Geodetic survey of the military warehouse complex		
2	Design for guardhouse		
3	Design for Inner fence and rehabilitation of the outer fence		
4	Design for parking lot and traffic communication		
5	Design of hydrant network		
6	Design for lightning of the ammunition storage		
7	Design for electrical high and low valtage wiring		
8	TOTAL		