

REQUEST FOR PROPOSAL

**Provision of Architectural Design, layout plans, space configuration
and Development of BOQs For newly proposed UNDP Office
PAKISTAN**



United Nations Development Programme
October, 2013



Request for Proposal (RFP)

UNDP/RFP/2013/097
October 10, 2013

Dear Sir/Madam,

Subject: Provision of Architectural Design, layout plans, space configuration and Development of BOQs For newly proposed UNDP Office

You are requested to submit a Technical proposal to **design for optimal space utilization taking into account the UNDP's standards and requirements for the newly proposed UNDP office** as per the 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)

3. Your offer comprising of Technical proposal **ONLY** in a sealed envelope should reach the following address no later than **24th October 2013 1600 hours. Technical Proposals should be sent through courier. By hand delivery is not acceptable.**

UNDP Registry-Bids/Proposals/Quotations
UNDP, 2nd Floor, Serena Business Complex
Khayaban-e—Suharwardy, Sector - G-5
Islamabad.
Ph: (+92-51) – 8355600; Fax: (+92-51-2600245 & 55

4. Following technical qualification, shortlisted firms will be asked to send their detailed financial proposal. The technically qualified firm will also receive the existing floor plans along with the financial format. UNDP may arrange site visit for technically qualified firms.

5. If you request additional information, please write to procurement team at procurement.info@udnp.org. They will provide necessary information within due date. However, any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

6. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,



Marc-Andre-Franche
Country Director
United Nations Development Programme

Instructions to Offerors

A. Introduction

1. General

The UNDP wishes to hire the services of an Architectural/Engineering firm (herein referred to as "Consulting Firm" under a contract to develop architectural design, layout plan, space configuration and utilization, development of Bill of Quantities for the proposed UNDP office measuring 23,000/- square feet in total and comprised off three floors plus mezzanine. The consultancy will be required for the following different phases as per the requirement of the UNDP. These phases can be implemented as a package or may be contracted separately based on requirement of UNDP. Following technically qualification, shortlisted firms will receive an existing floor plans and a visit to the site.

1. Phase-1 - Space Planning and Interior design;
2. Phase-2 - Development of BOQs and Drawings for renovation and Allied Works (HVAC, LAN, Electrical and Telephone)
3. Phase-3 - Monitoring of works, if required;

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the technical 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

Contents of solicitation documents

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 mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing 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. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposal, 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. Such amendments will be uploaded on the UNDP website.

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 Technical Proposal

6. Language of the proposal

The Proposal 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;

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 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. The financial proposals will only be requested from the technically qualified firms who will score 70% marks based on the criteria established in the RFP.

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. 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 Proposals 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.

D. Submission of Proposals

10. Sealing and marking of proposals

The Offeror shall seal the Technical Proposal and mark as:

RFP - Provision of Architectural Design, layout plans, space configuration and Development of BOQs For newly proposed UNDP Office

addressed to –

UNDP Registry-Bids/Proposals/Quotations
UNDP, 2nd Floor, Serena Business Complex
Khayaban-e—Suharwardi,
Islamabad.

11. Deadline for submission of proposals

Technical Proposal/s must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **16:00 hrs Pakistan time on 24th October 2013.**

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.

12. 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.

13. 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

14. 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.

15. 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 or substance of the Proposal shall be sought, offered or permitted.

16. 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.

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.

17. Evaluation and comparison of proposals

First Stage – Technical Assessment:

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being requested by UNDP. The price proposal will only be requested from those bidders who will score 70% of the obtainable score of 700 points.

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

Second Stage – Financial:

In the Second Stage, UNDP may request technically qualified firms/companies to submit the price proposal as and when required by UNDP. The contractor scoring the highest on the technical and financial proposals combined will be awarded the contract.

The maximum obtainable financial score shall be 300 points and the formula to calculate the weighted score shall be as follows:

$$\text{Financial proposal score (s)} = \frac{\text{Lowest price among the proposals} \times 300}{\text{Price of the proposal being evaluated}}$$

$$\text{Total Score (1000)} = \text{Technical Score (700)} + \text{Financial Score (300)}$$

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	40%	280
2.	Proposed Methodology, Approach and Implementation Plan	30%	210
3.	Management Structure and Key Personnel	30%	210
Total			700

Technical Proposal Evaluation Form 1	Points obtainable
Expertise of the Firm/Organization	

1.1	- Experience of Organization (Minimum 7 years' experience in space configuration, developing architectural design, developing of BOQs etc)	60
	- Relevant Experience: Minimum three relevant contracts with National/Multi-national Organizations (Provide proof of service with name of the organization) each reference carries 20 marks	60
1.2	Financial Stability: - Financial stability (Last two years Audited Account (2012-2013) Quick Ratio should be more than 1. (25 marks for each Audited statement)	50
1.3	Provide three satisfactory performance certificate along with duration of each assignment (each certificate carries 10 marks)	30
1.4	Quality assurance procedures in place (ISO certification, Environmental policy), if any (Please attach certificate/s)	20
1.6	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of the project management support e.g. project management controls)	60
		280

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the bidder understand the task?	50
2.2	Have the important aspects of the task been addressed in sufficient detail?	30
2.3	Are the different components of the project adequately weighted relative to one another?	25
2.4	Have the company submitted an implementation plan along with the proposal	25
2.5	Are the timeline submitted are in line with the requirements	25
2.6	Is the scope of task well defined and does it correspond to the TOR?	25
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	30
		210

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Task Manager		
		Sub-Score	
	General Qualification		
	- Educational Qualification : Master's degree in the relevant field (Architect/Civil Engineering)	50	
	- Minimum of 5 years of experience in the relevant field including space configuration, planning, space designing and innovative ideas	50	
	- Have handled similar projects in the past (5 marks for each project completed)	30	
		130	

3.2	Technical Team (Architects, engineers, others)			
			Sub-Score	
	General Qualification			
	- Master degree in relevant field	30		
	- Minimum of 5 years of experience in the relevant field (designing and planning experience carries additional marks)	50		
			80	
	Total Part: 3			210

Attach CVs of all relevant team members

Mandatory Note: CVs of the personnel signed and dated should be attached with the proposals

Award of Contract

18. 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

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

The Purchaser reserves the right at the time of award of contract to award the contract for all services required in one go or award contract based on the different phases required as per the TOR.

20. 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.

25. Vendor protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

General Conditions of Contract for Services**1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (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.

2.0 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 that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 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.

4.0 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.

5.0 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 to the provisions of this Contract.

6.0 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.

7.0 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.

8.0 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 the 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:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the 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 the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 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 the 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.

10.0 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.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the 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, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements

of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 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 United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such

disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 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 the 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the 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.

14.2 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, the 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.

14.3 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.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), 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.

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, the UNDP may, without prejudice to any other right or remedy it may have under

the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 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 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: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 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.

18.0 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 the 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 the UNDP before the payment thereof and the 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 the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 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.

20.0 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.

21.0 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.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Annex III

Terms of Reference (TOR)

1. Background:

The UNDP wishes to hire the services of an Architectural/Engineering firm (herein referred to as "Consulting Firm" under a contract to develop architectural design, layout plan, space configuration and utilization, development of Bill of Quantities for the proposed UNDP office measuring 23,000 square feet in total and comprised off three floors plus mezzanine. The consultancy will be required for the following different phases as per the requirement of the UNDP. These phases can be implemented as a package or may be contracted separately based on requirement of UNDP. Following technically qualification, shortlisted firms will receive an existing floor plans and a visit to the site.

1. Phase-1 Space Planning and Interior design;
2. Phase-2 Development of BOQs and Drawings for renovation and Allied Works (HVAC, LAN, Electrical and Telephone)
3. Phase-3 Monitoring of works, if required;

2. Objective:

The Principal object of the is consultancy is to obtain the UNDP space planning and interior design services in line with the highest industry standards to include technical input and support to UNDP in meeting the requirements for the procurement with the Contractor. The key outputs shall be an overall design scheme.

3. Analysis of UNDP space and facilities requirements:

- Conduct an assessment/audit of the space and facilities currently utilized by UNDP;
- Conduct meetings with UNDP managers and unit heads to define future space and facility requirements, including security and ICT requirements;
- Produce comprehensive report documenting current and projected space requirements that shall include:
 - Organization diagram noting organizational units, relationships/adjacencies between units, hierarchies and staff numbers;
 - Space and facilities requirements for staff (including work-station requirements (for various positions), meeting rooms, office equipment, storage and kitchen facilities etc), security and ICT;
 - Any possible security fortification measures not already in place in the proposed building;

4. Deliverables:

- 4.1 Identify options for de-partitioning/re-partitioning of space to maximize usable space;
- 4.2 Prepare space plan for seating arrangements and office plan by sections;
- 4.3 Floor plans including interior usage and personnel flow;
- 4.4 Prepare plan for the installation of air conditions/heater, LAN cabling, telephone system, fire and security alarm system. MOSS compliance along with preparing of BOQs, Drawings and engineering estimates;
- 4.5 Bi-Weekly Progress Report to the DCD (Operations);

5. Scope of Work:

- 5.1 To identify and recommend designs for optimal space utilization taking into account (a) UNDP's standards and requirements for cost efficient user and environment-friendly offices;
- 5.2 To formulate detailed specifications for the goods/materials to be supplied by the Contractor (b) statement of works for the services to be implemented by the Contractor;
- 5.3 To research and analyse the quality and availability of local materials and expertise and to advice/recommend, as appropriate, their suitability for inclusion in the bidding documents/Contractor's contract;
- 5.4 To prepare detailed (a) working drawings, plans, elevations and sketch schemes; (b) schedules for the works implementation programme, supply of goods/materials and performance of services by the Contractor.
- 5.5 The Firm/Company must have an experience in 3D renderings of finished space;
- 5.6 To provide technical inputs to the UNDP for the procurement of the Contractor, to include the evaluation of bids and contractual negotiations with the Contractor.
- 5.7 To supervise the work implementation in order to achieve quality and time-bound outputs required by UNDP;
- 5.8 To undertake all other services as may be reasonably required by the UNDP in meeting the objectives of the present TOR, in particular with reference to Paragraph 2.2 above, to include any follow-up actions and inputs that may be required of the Consultants and its Staff, servants or agents in resolving any key issues which these TOR seeks to address;

6. Phase-1 Complete Space Planning and Interior Design: Sketches and Working Drawings

- 6.1 Review of UNDP's space requirements and preparation of the preliminary Sketches with several layout options;
- 6.2 Incorporate, on receipt of UNDP's input, appropriate changes to produce the final draft for UNDP's approval; and
- 6.3 Preparation of the Final sketches, design Summary consisting of 3D rendering of all interior space:
- 6.4 Drawings showing necessary plans, elevations and principal sections;
- 6.5 Preparation of sufficient drawings, including working details, to express the scheme in its entirety, (including plans, elevations, principal sections, outline diagrams for all layouts);
- 6.6 Based on the Final Sketch Scheme Design, prepare at least 2 options for the preliminary Cost Estimates inclusive of all expenses; the Bills of Quantities; and the works programme & delivery schedule;
- 6.7 To incorporate, on receipt of UNDP's input to the Sketch Scheme, any changes required by the UNDP & to produce the Final Cost Estimate, the Bill of Quantities, detailed drawings and works programme & delivery schedule, to include UNDP's final approval.
- 6.8 Research and analyse the material market to obtain quality material with correct specifications; and
- 6.9 Prepare actual specifications including type, size, quality, dimension, thickness, make and brand (brands must not be stated in the tender documents) of the materials to be used.

7. Phase-2 - Renovation and Allied Works (HVAC, LAN, Electrical and Telephone)

- 7.1 Develop complete BOQs for the services required based including civil and electrical works;
- 7.2 Develop BOQs for the LAN and telephone systems;
- 7.3 Prepare and submit detailed drawings with complete quantities and measurements;
- 7.4 Prepare installation plane for Air-conditioning system;

8. Phase-3 – Monitoring

- 8.1 8.1 The firm will be required to monitor the performance of the contractor in line with the requirement as per the UNDP standards and in accordance with the specifications and requirement.

9. Operating Procedures

- 9.1 The Consultant shall ensure that its services are provided to UNDP in Islamabad expeditiously and in line with the highest industry standards on professionalism, courtesy, integrity, transparency, accountability and client service.
- 9.2 For the purposes of this consultancy, the firm/company shall make available to the UNDP in sufficient numbers and at the appropriate times the services of its most educated, trained, qualified, skilled and experienced architects, engineers, interior designers, draftsmen, technical experts, overseers and managers who, during the course of their employment with the Consultant or under professional services contract with a third party, whether in Islamabad or abroad, have demonstrated the highest standards of integrity, professionalism and client service.
- 9.3 The firm/company shall not contract any third parties regarding the services required of it without first obtaining in writing the permission of the UNDP Deputy Country Director (Operations).
- 9.4 The firm/company shall ensure that, at all times, absolute confidentiality is maintained with regard to any or all documents/materials entrusted to its care by the UNDP.
- 9.5 The firm/company shall communicate with the Office of the Deputy Country Director (Operations) on all matters pertaining to the services required by these TOR.
- 9.6 The firm/company shall ensure that the services required by these TOR are completed in a timely manner and that it shall promptly inform the Deputy Country Director (Operations) of any anticipated change to the schedule of activities in good time and recommend any remedial actions as appropriate.
- 9.7 The firm/company agrees and undertakes that the UNDP shall not be liable to provide it, its Staff, servants or agents with office space, equipment and supplies necessary for the performance of the services required by these TOR.
- 9.8 UNDP will make its Staff available to the Consultant for consultations & input at all reasonable times on UN's working days. The UNDP will identify and provide the contact details for the said Staff.
- 9.9 The UNDP will make arrangements for the Consultant, its Staff, servants or agents to be given access to the proposed premises as reasonably required to perform the services in accordance with these TOR.

Proposal Submission Form

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____