



**Request for Proposal (RFP) PROC - RFP-2014/020  
Provision of Services for Valuation of UNDP Property**

Date: 17/09/2014

Dear Sir/Madam,

**Subject: RFP 2014 / 020 for the Provision of Services for Valuation of UNDP Property and Fair Market Value**

1. You are requested to submit a proposal for the valuation of property - **Land and Buildings** - for the United Nations Development Programme (UNDP), as per Terms of Reference (TOR) reflected under Annex III.
2. To enable you 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)
    - a. Appendix 1: List of Land to be valued
    - b. Appendix 2: List of Buildings to be valued
  - iv. Proposal Submission Form (Annex IV)
  - v. Technical Evaluation Criteria (Annex V)
  - vi. Price Schedule (Annex VI)
3. Your offer, comprising the technical proposal and the financial proposal, in separate sealed envelopes, should reach the following address no later than **01 October 2014** by close of business Bujumbura Time - 15h00

UNDP BURUNDI – COMPOUND BNUB  
Route d'UVIRA – Bujumbura  
BURUNDI

Both the technical and financial proposal sealed envelopes should be clearly marked:

**RFP 2014/020 - Provision of Services for Valuation of UNDP Property**

4. If you require additional information, you may contact UNDP at e-mail address: [procurement.bi@undp.org](mailto:procurement.bi@undp.org) . We will endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter at e-mail address [cedric.duval@undp.org](mailto:cedric.duval@undp.org) and to indicate whether or not you intend to submit a proposal. This will ensure that you are copied in on all our responses to questions asked by other Offerors.

Yours sincerely,

DUVAL CEDRIC  
Procurement Specialist

## ANNEX I

### Instructions to Offerors

#### A. Introduction

##### 1. General

UNDP is issuing this Request for Proposal to seek bids for valuation services for its property.

The valuation exercise may be classified under this category:

- a. Land and Buildings to be **valued** based on current fair value (where fair value has the IPSAS 17 definition). The contractor will provide the fair market values for the land and buildings.

***Fair value : is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.***

Accordingly, the work will include traditional valuation of assets (in the case of land and buildings)

The scope of the assets to be valued has been established and includes:

- a. Land in Bujumbura - Compound ONU II / ONU I - to be valued based on current fair value (see Appendix 1)
- b. Buildings in Bujumbura – Compound ONU II / ONU I - to be valued based on current fair value (see Appendix 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. Preparation and Documents

##### 2. Contents of Proposal

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

##### 4. Clarification of RFP

A prospective Offeror requiring any clarification of the RFP may notify UNDP (UNDP) in writing at e-mail address [procurement.bi@undp.org](mailto:procurement.bi@undp.org) – cc : [cedric.duval@undp.org](mailto:cedric.duval@undp.org) . UNDP will respond in writing to any request for clarification of the RFP that it receives earlier than one week prior to the deadline for the

submission of proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that have received the RFP and will also be posted on the CO UNDP website.

## **5. Amendments to RFP**

At any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the RFP by amendment.

All prospective Offerors that have received the RFP will be notified in writing of all amendments to the RFP.

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

## **C. Preparation of Proposals**

### **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 UNDP shall be written in the French or English 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 and number the operational and technical part of its proposal as follows:

#### **a) Management plan:**

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

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its

experience in similar projects and identify the person(s) representing the Offeror in any further 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 requirement, as specific, 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 Schedule.

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. Presentation**

If need be, the Offeror might be asked to make a presentation on the Proposed Methodology.

## **10. Proposal Prices**

The Offeror shall indicate on an appropriate Price Schedule. The prices proposal must be completed in an Excel spreadsheet.

The Excel file containing your data should be saved in a CD-ROM, and submitted together with a printed hardcopy in a separate sealed envelope.

The Offeror should be aware that UNDP is exempt from sales tax.

## **11. Proposal Currencies**

All prices shall be quoted in Burundian Franc (BIF) or in US dollars ( USD) only for international suppliers.

## **12. Period of Validity of Proposals**

Proposals shall remain valid for One Hundred and Twenty (120) days after the date of proposal submission prescribed by UNDP, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNDP on the grounds that it is non-responsive.

In exceptional circumstances, UNDP 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.

### **13. Format and Signing of Proposals**

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

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

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

### **14. 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**

### **15. 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 BURUNDI – COMPOUND BNUB  
Route d'UVIRA – Bujumbura  
BURUNDI

Clearly marked with the following:

#### **RFP 2014/020 - Provision of Services for Valuation of UNDP Property**

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

Note:

- 1) If the envelopes are not sealed and marked as per the instructions in this clause, UNDP will not assume responsibility for the Proposal's misplacement or premature opening and the proposal will be considered void.
- 2) If the financial and the technical proposals are mixed together, it will be considered as disqualified.
- 3) Financial proposals must be presented separately for each LOT
- 4) The quote should be a detail break down country by country.

#### **16. Deadline for Submission of Proposals**

4. A proposal must be received by UNDP at the address specified under clause 15(a) no later than **01 October 2014** by close of business Bujumbura Time - 15h00

UNDP may, at its own discretion, extend this deadline for the submission of Proposals by amending the RFP 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.

#### **17. Late Proposals**

Any Proposal received by UNDP after the deadline for submission of proposals, pursuant to Clause 16 - *Deadline for Submission of Proposals*, will be rejected.

#### **18. 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 UNDP 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**

#### **19. Opening of Proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the DRR / O - UNDP

#### **20. 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.

## **21. Preliminary Examination**

UNDP 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, UNDP 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 UNDP and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## **22. Evaluation and Comparison of Proposals**

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

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared.

The contract will be awarded to the Contractor whose financial proposal is the lowest.  
(For more details kindly refer to Annex V – Technical Evaluation Criteria)

## **F. Award of Contract**

### **23. Award criteria, Award of Contract**

UNDP 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.

### **24. UNDP's Right to Vary Requirements at Time of Award**

UNDP reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP up to 20% without any change in unit price or other terms and conditions.



If the change is more than 20%, UNDP shall request for a revised Financial Bid.

## **25. 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 UNDP.

## **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>.

## **ANNEX II**

### **GENERAL CONDITIONS OF CONTRACT**

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

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

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

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

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

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

#### **4. ASSIGNMENT**

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

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

In the event the Contractor requires the services of sub-contractors, the Contractor should do so by informing UNDP in writing, but this 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. 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 as being 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,
- 18.2 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.
- 18.3 Accordingly, the contractor authorizes UNDP to deduct from the contractor's invoice any amount representing such taxes, duties or charges, unless the contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the contractor to pay such taxes, duties or charges under protest. In that event, the contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19. CHILD LABOUR**

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this contract immediately upon notice to the contractor, at no cost to UNDP.

## **20. MINES**

- 20.1 The contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this contract immediately upon notice to the contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21. OBSERVANCE OF THE LAW**

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

## **22. AUTHORITY TO MODIFY**

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

## ANNEX III

### TERMS OF REFERENCE (TOR)

#### **REQUIREMENTS**

##### **Company Profile :**

- Real estate Agency specialized in building market analysis; consulting services specialized in real estate management operations ;
- Similar experiences in building market analysis ( public or private ) – provide reference and contact ;
- Profile of the Project leader : MBA or Master in Law , specialized real estate, Master Commercial with relevant experience in investment, real estate activities, or similar education level with relevant experience ....French working knowledge
- Providing a team of at least 2 experts to assure the delivery of the report in time.

##### **Technical Proposal :**

Company profile

Administrative information

References

Methodological note – calendar –

CV of Project leader – Team description

The contractor will assist UNDP in ascertaining the fair market value of the following asset classes:

1. Land
  2. Buildings
- See Appendix 1 for details of land
  - See Appendix 2 for details of buildings.

##### **Expected outputs/Timeline**

Required outputs are:

1. Report on current valuation of land and buildings: Prepared using a September 2014 valuation date.

Expected timeline:

Task	Date
Contractor to provide Final Report on fair values of land and buildings	J + 30 DAYS CALENDAR

**Land**

Land will be valued at “current fair value”.

The parcels of land exist are as follows:

<b>Country</b>	<b>Location</b>	<b>Description</b>
1. Burundi	Compound ONU II – Quartier : ROHERO II AREA Bujumbura	(i) 25.500 (m <sup>2</sup> ) square meter – 16 villas (ii) Container (iii) Little warehouse (iv) Petrol station – 2 tankers 27.000 liters and 19.000 liters
2. Burundi	Compound ONU I – ROHERO AREA - Bujumbura	(v) 30.225, 03 (m <sup>2</sup> ) square meter – 19 villas



**Buildings**

Buildings will be valued at “current fair value”.

**COMPOUND ONU II**

Location	Reference	Description
<b>Bujumbura – Compound ONU II</b>	<b>Villa 01</b>	<b>120,82 m<sup>2</sup> - 1 studio</b>
	<b>Villa 02</b>	<b>120,82 m<sup>2</sup> - 1 studio</b>
	<b>Villa 03</b>	<b>227.58 m<sup>2</sup> – 3 bedrooms</b>
	<b>Villa 04</b>	<b>151.92 m<sup>2</sup> – 2 bedrooms</b>
	<b>Villa 05</b>	<b>120,82 m<sup>2</sup> - 1 studio</b>
	<b>Villa 06</b>	<b>120,82 m<sup>2</sup> - 1 studio</b>
	<b>Villa 07</b>	<b>227.58 m<sup>2</sup> – 3 bedrooms</b>
	<b>Villa 08</b>	<b>151.92 m<sup>2</sup> – 2 bedrooms</b>
	<b>Villa 09</b>	<b>151.92 m<sup>2</sup> – 2 bedrooms</b>
	<b>Villa 10</b>	<b>227.58 m<sup>2</sup> – 3 bedrooms</b>
	<b>Villa 11</b>	<b>227.58 m<sup>2</sup> – 3 bedrooms</b>
	<b>Villa 12</b>	<b>227.58 m<sup>2</sup> – 3 bedrooms</b>
	<b>Villa 13</b>	<b>206.64 m<sup>2</sup> – 3 bedrooms</b>
	<b>Villa 14</b>	<b>206.64 m<sup>2</sup> – 3 bedrooms</b>
	<b>Villa 15</b>	<b>175.48 m<sup>2</sup> – 2 bedrooms</b>
	<b>Villa 16</b>	<b>101.85 m<sup>2</sup> – 2 bedrooms</b>

**COMPOUND ONU I**

Location	Reference	
<b>Bujumbura – Compound ONU I</b>	<b>Villa 01</b>	<b>228.58 m<sup>2</sup> - 3 bedrooms</b>
	<b>Villa 02</b>	<b>195.70 m<sup>2</sup> - 2 bedrooms</b>
	<b>Villa 03</b>	<b>195.70 m<sup>2</sup> - 2 bedrooms</b>
	<b>Villa 04</b>	<b>228.58 m<sup>2</sup> - 3 bedrooms</b>
	<b>Villa 05</b>	<b>195.70 m<sup>2</sup> - 2 bedrooms</b>
	<b>Villa 06</b>	<b>228.58 m<sup>2</sup> - 3 bedrooms</b>
	<b>Villa 07</b>	<b>147.30 m<sup>2</sup> - 1 studio</b>
	<b>Villa 08</b>	<b>228.58 m<sup>2</sup> - 3 bedrooms</b>
	<b>Villa 09</b>	<b>147.30 m<sup>2</sup> - 1 studio</b>
	<b>Villa 10</b>	<b>228.58 m<sup>2</sup> - 3 bedrooms</b>
	<b>Villa 11</b>	<b>147.30 m<sup>2</sup> - 1 studio</b>
	<b>Villa 12</b>	<b>228.58 m<sup>2</sup> - 3 bedrooms</b>
	<b>Villa 13</b>	<b>147.30 m<sup>2</sup> - 1 studio</b>
	<b>Villa 14</b>	<b>52.60 m<sup>2</sup> - 1 studio</b>

	<b>Villa 15</b>	<b>147.30 m<sup>2</sup> - 1 studio</b>
	<b>Villa 16</b>	<b>52.60 m<sup>2</sup> - 1 studio</b>
	<b>Villa 17</b>	<b>147.30 m<sup>2</sup> - 1 studio</b>
	<b>Villa 18</b>	<b>52.60 m<sup>2</sup> - 1 studio</b>
	<b>Villa 19</b>	<b>195.70 m<sup>2</sup> - 2 bedrooms</b>

## **ANNEX IV**

### **PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting Services to UNDP for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of One Hundred and Twenty (120) days after the date of proposal submission prescribed by UNDP, pursuant to the deadline clause, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month                      of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

## ANNEX V

### TECHNICAL EVALUATION CRITERIA

A two-stage procedure and an analysis scheme are utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened. The financial parts of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points (i.e.  $1000 \times 70\% = 700$  points) in the evaluation of the technical proposals, evaluated by an Evaluation Committee on the basis of its responsiveness to the technical requirements.

#### First Stage (Technical)

The technical scoring is allocated in accordance with the below given Technical Evaluation Criteria. Scoring 0 (zero) point for not meeting the minimum requirements as defined in the Forms 1, 2 and 3 of the Technical Proposal Evaluation (presented below), automatically disqualifies the Offeror.

#### Second Stage (Financial)

The financial proposal of all Offerors who have attained minimum 70% score in the technical evaluation will be opened and compared.

The contract will be awarded to the Contractor whose financial proposal is the lowest.

### **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 / Organization submitting Proposal	20%	200					
2.	Proposed Work Plan and Approach	50%	500					
3.	Personnel	30%	300					
<b>Total</b>			<b>1000</b>					

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

#### **Form 1: Expertise of Firm / Organization Submitting Proposal**

#### **Form 2: Proposed Work Plan and Approach**

#### **Form 3: Personnel**

Technical Proposal Evaluation Form 1			Points obtainable	Offeror				
				A	B	C	D	E
Expertise of firm / organization submitting the proposal								
1.1	Reputation of Organization and Staff (Competence / Reliability)		20					
	Number of similar projects carried out by the organization	20						
	<ul style="list-style-type: none"><li>- + 6 similar projects– 20 points</li><li>- 3-5 7similar projects – 15 points</li><li>- 1-2 similar projects– 10 points</li><li>- <b>No similar projects– 0 point</b></li></ul>							
1.2	Proof of Legal Standing of the Offeror (Litigation and Arbitration history provided from the third party)		5					
1.3	General Organizational Capability which is likely to affect implementation		45					
	A statement regarding the firm’s registration (5 year registration is a minimum requirement)	25						
	<ul style="list-style-type: none"><li>- More than 10 years – 25 points</li><li>- 7-9 years – 20 points</li><li>- 5-7 years ago – 15 points</li><li>- <b>Less than 5 years- 0 point</b></li></ul>							
	Size of the firm/organization (5 employees is a minimum requirement)	20						
	<ul style="list-style-type: none"><li>- More then 20 – 20 points</li><li>- 11-20 employees – 15 points</li><li>- 5 - 10 employees – 10 points</li><li>- <b>Less than 5 employees – 0 point</b></li></ul>							
1.4	Quality assurance procedures (mandatory requirements) <ul style="list-style-type: none"><li>- Adequate quality assurances of work are provided – 10 points</li><li>- <b>No quality assurance – 0 point</b></li></ul>		20					
1.6	Relevance of:		110					
	Specialized Knowledge, experience demonstrated capability in undertaking similar projects within large public sector, and/or multinational clients:	90						
	<ul style="list-style-type: none"><li>- Good – 90 points</li><li>- Medium – 60 points</li><li>- Poor – 15 points</li></ul>							
	Knowledge of and prior experience of working with UN or UNDP’s standard terms and conditions	20						
	<ul style="list-style-type: none"><li>- Good – 20 points</li></ul>							

	<ul style="list-style-type: none"> <li>- Medium – 10 points</li> <li>- Poor – 5 points</li> </ul>							
<b>Total Form 1</b>			<b>200</b>					

The below given evaluation criteria is applicable for both LOT 1 and LOT 2. The evaluation will be performed based on the requirements given in the TOR for LOT 1 and LOT 2 respectively.

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	<p>To what degree does the Offeror understand the task? (<u>understanding of task is minimum requirement</u>)</p> <div><div><ul style="list-style-type: none"><li>- Demonstrated full understanding of task – 100 points</li><li>- Fair understanding of task – 70 points</li><li>- Poor understanding of task – 50 points</li><li>- <b><u>No understanding of task – 0 point</u></b></li></ul></div><div>100</div></div>	100					
2.2	<p>Have the important aspects of the task been addressed in sufficient detail? (<u>addressing the important aspects of the task is minimum requirement</u>)</p> <div><div><ul style="list-style-type: none"><li>- T tasks are clearly addressed – 100 points</li><li>- tasks are fairly addressed – 50 points</li><li>- <b><u>tasks are inadequately addressed – 0 point</u></b></li></ul></div><div>100</div></div> <div><p>Project quality management:</p><ul style="list-style-type: none"><li>- Detailed elaborated task – 100points</li><li>- Task elaborated in some details – 50 points</li><li>- <b><u>Not detailed task – 0 point</u></b></li></ul></div> <div>100</div>	200					
2.4	<p>Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?</p> <ul style="list-style-type: none"><li>- Clear presentation with sound (logical and realistic) planning – 200 points</li><li>- Fairly clear presentation with some elements of logical and realistic planning –</li></ul>	200					

	100 points - <b><u>Unclear presentation with no sound planning – 0 point</u></b>						
<b>Total Form 2</b>		<b>500</b>					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Personnel								
3.1	Project Manager							
	General Qualification		200					
	Suitability for the Project							
	Experience in similar works and consultancy (10-years of experience is a minimum requirement)	50						
	<ul style="list-style-type: none"><li>- More than 10 years – 50 points</li><li>- 7-10 years – 35 points</li><li>- <b>Less than 5 years – 0 point</b></li></ul>							
	<ul style="list-style-type: none"><li>- Proven experience in handling projects with multiple international locations including locations in developing countries</li></ul>	50						
	<ul style="list-style-type: none"><li>- Proven analytical problems solving skills and cost effective decision making skills</li><li>- Good management skills with practical experience in Fixed Assets management</li></ul>	50						
	Total Project Manager		200					
3.2	Experts team							
	Suitability for the Project		100					
	Demonstrated managerial experience in similar tasks.	50						
	<ul style="list-style-type: none"><li>- More than 10 projects– 50 points</li><li>- More than 7 projects – 25 points</li><li>- <b>Less than 7 projects– 0 point</b></li></ul>							
	<ul style="list-style-type: none"><li>- Professional experience in relevant field More than 10 years –50 points</li><li>- 5-10 years – 35 points</li><li>- <b>Less than 5 years – 0 point</b></li></ul>	50						
	Task Manager		100					
Total Form 3			300					

## ANNEX VI

### 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 Annex 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.

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, please also provide the information on a CD-ROM in Microsoft Excel file format.

<b>Price Schedule: Valuation of Land and Buildings</b>				
<b>Description of Activity/Item</b>		<b>Number of Staff</b>	<b>Daily Rate</b>	<b>Total Amount US\$</b>
<b>1.</b>	<b>Valuation of Land</b>			
<b>1.1</b>	<b>Project manager</b>			
	Services in Home office			
	Services in Field			
<b>1.2</b>	<b>Specialist Fees</b>			
	Services in Home office			
	Services in Field			
<b>2</b>	<b>Valuation of Buildings</b>			
<b>2.1</b>	<b>Project manager</b>			
	Services in Home office			
	Services in Field			
<b>2.1</b>	<b>Specialist Fees</b>			
	Services in Home office			
	Services in Field			
<b>3</b>	<b>Out of Pocket Expenses</b>			
<b>3.1</b>	<b>Travel</b>			



<b>Price Schedule: Valuation of Land and Buildings</b>				
<b>Description of Activity/Item</b>		<b>Number of Staff</b>	<b>Daily Rate</b>	<b>Total Amount US\$</b>
3.2	Per Diem Allowances			
3.3	Communications			
3.4	Reproduction and Reports			
3.5	Equipment and other items			
<b>4</b>	<b>Other Expenses-Please itemize</b>			
	<b>Total Costs</b>			

**Note:** The budget plan will be presented according to implementation workplan (described in technical proposal). The budget will be for the entire assignment and shall be calculated in BIF or in US dollars for international suppliers.