



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: May 17, 2017
	REFERENCE: Expansion and Improved Management Effectiveness of the Achara Region's Protected Areas, № 00076819

Dear Sir / Madam:

We kindly request you to submit your Proposal for Provision of Services for Preparation of Full Architectural Design of Viewing Platform in Machakhela National Park.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Hard copies of Proposals in sealed envelopes may be submitted on or before 17:00 hrs June 6, 2017 via courier mail to the address below:

UNDP Project Office
52, V. Gorgasali Street,
Batumi 6010, Georgia
Contact Person: Irakli Goradze, Project Manager

*Box at the entrance of UNDP project office marked as:
"Preparation of Full Architectural Design of Viewing Platform in Machakhela National Park"*

Your Proposal must be expressed in English, and valid for a minimum period of 60 calendar days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. 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>.

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Irakli Goradze
Project Manager

17.05.2017

Description of Requirements

Context of the Requirement	Preparation of Full Architectural Design of Viewing Platform in Machakhela National Park											
Implementing Partner of UNDP	LEPL- Agency of Protected Areas of Georgia											
Brief Description of the Required Services	The overall objective of the service is to develop full architectural design documentation for the viewing platform on the Mount Mtavarangelozhi located in the territory of Machakhela National Park, as well as for the relevant supporting infrastructure.											
List and Description of Expected Outputs to be Delivered	<p>The services to be provided concern the development of entire design documentation, including:</p> <ul style="list-style-type: none"> • Development of working architectural component; • Development of structural component; • Development of electrical-technical component; • Development of water pipeline and sewerage component; • Development of the plan of construction management; • Development of estimate component; • Submission of working documentation in its final form to the client. 											
Person to Supervise the Work/Performance of the Service Provider	Achara PAs Project Manager											
Frequency of Reporting	Upon completion of full architectural design											
Progress Reporting Requirements	Not required											
Location of work	Machakhela National Park, near village Sindieti, Achara Autonomous Republic											
Expected duration of work	10 weeks from the date of signature of the contract											
Target start date	June, 2017											
Latest completion date	August, 2017											
Travels Expected	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Destination/s</th> <th style="width: 25%;">Estimated Duration</th> <th style="width: 30%;">Brief Description of Purpose of the Travel</th> <th style="width: 20%;">Target Date/s</th> </tr> </thead> <tbody> <tr> <td>Machakhela National Park</td> <td>As required</td> <td>Work within Machakhela National Park</td> <td>As required</td> </tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Machakhela National Park	As required	Work within Machakhela National Park	As required
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Machakhela National Park	As required	Work within Machakhela National Park	As required									
Special Security Requirements	Not Applicable											
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Not Applicable											

Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Not required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required			
Currency of Proposal	<input checked="" type="checkbox"/> GEL			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release
	Development of entire design documentation	100%	August, 2017	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Achara PAs Project Manager The payment will be made after signature of act of delivery-acceptance by UNDP and APA (Agency of Protected Areas) authorized representatives.			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)			

	<input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%) 700</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 30% <input checked="" type="checkbox"/> Methodology 15 % <input checked="" type="checkbox"/> Management structure and qualification of key personnel 25% <p><u>Financial Proposal (30%) 300</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>Total Maximum of obtainable points: 1000</p>
Annexes to this RFP	<input checked="" type="checkbox"/> Description of Requirements(Annex 1); <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2); <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3); <input checked="" type="checkbox"/> Detailed Terms of Reference (Annex 4); <input checked="" type="checkbox"/> Technical Proposal Evaluation Matrix (Annex 5); <input checked="" type="checkbox"/> Topographic survey and geological study of the territory ¹ .
Contact Person for Inquiries (Written inquiries only)	<p><i>Irakli Goradze</i> Project Manager <i>e-mail: irakli.goradze@undp.org;</i> <i>CC: guranda.kartvelishvili@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

¹ Topographic survey and geological study can be obtained at Protected Areas project office (52, V. Gorgasali Street, Batumi 6010, Georgia)

Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations – no debts towards budget exist, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder; <input checked="" type="checkbox"/> Detailed Bank requisites; <input checked="" type="checkbox"/> CVs of team leader and expert(s) that will perform the services requested in the Terms of Reference; <input checked="" type="checkbox"/> List of previously implemented at least 3 designs; <input checked="" type="checkbox"/> The architectural design (documents shall be submitted in the English and Georgian languages), consisting of at least: <ul style="list-style-type: none"> • Explanatory note; • Visualization (renders, installation in the existing environment). • Plans (scale 1:100 or 1:200); • Sections (scale 1:100 or 1:200); • Facades (scale 1:100 or 1:200); Description of technology of conducting the construction and installing the objects.
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FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery)

Georgia

To: UNDP project office, 52, V. Gorgasali street, Batumi 6010, Georgia
Mr. Irakli Goradze

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 17.05.2017 , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile – describing the nature of business, expertise in preparing architectural design, (licenses, certifications, accreditations if any); list of previously implemented at least 3 designs.*
- b) Latest Business Registration Certificate; Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations – no debts towards budget exist, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder.*

Previous experience:

- 1. Service provider must have at least 7 years of experience in developing architectural design documentation (**Minimum requirement**);*
- 2. At least 3 reference designs that had been actually implemented (**Minimum requirement**);*
- 3. Implemented design with cantilevered structure will be an asset;*
- 4. Working experience with protected or other natural areas will be an asset.*

B. Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

The Service Provider must provide names and qualifications of the key personnel that will perform the services:

Team Leader / Chief Architect

At least 7 years of experience in developing architectural design documentation (**Minimum requirement**);
At least 3 architectural designs implemented (**Minimum requirement**).

Expert(s)

With at least 5 years of experience in development of working architectural component, static structural component, electrical-technical component, water pipeline and sewerage component, plan of construction management, estimate component (**Minimum requirement**).

D. Cost Breakdown per Deliverable:

	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	development of entire design documentation, including: <ul style="list-style-type: none"> • Development of working architectural component; • Development of structural component; • Development of electrical-technical component; • Development of water pipeline and sewerage component; • Development of the plan of construction management; • Development of estimate component; • Submission of working documentation in its final form to the client. 	100%	
	Total	100%	

E. Cost Breakdown by Cost Component:

Description of Activity	Remuneration per day	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Team Leader				
2. Expert 1				
3. Expert 2				
...				

II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Others				
III. Other Related Costs				

*[Name and Signature of the Service Provider's
Authorized Person]
[Designation]
[Date]*

General Terms and Conditions 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 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Terms of Reference

Preparation of Full Architectural Design of Viewing Platform in Machakhela National Park

The full architectural design documentation should be developed for the viewing platform on the Mount Mtavarangelozhi (Archangel) located within in the territory of Machakhela National Park, as well as for the relevant supporting infrastructure.

Magnificent views in the direction of Batumi and Black Sea as well as Turkey and Machakhela Gorge spread out from this most prominent point of the park. Therefore, the viewing platform will be installed in this very place.

1. Composition of the object to be designed

Cantilevered viewing platform and its supporting infrastructure:

- Installation of a metal staircase (pathway) from a car parking lot to the main object (namely, a ticket office) in the sections where necessary (keeping in mind shortest possible distance);
- *A checkpoint (tickets sale and inspection of visitors entering the platform):*
 - A ticket office (five square meters) with an in-built iron safe and a resting room (six square meters).
 - A roofed space (which can shelter up to 20 people) fit with an information board, chairs, dust bins and the rules of behavior displayed. Total (25-30 square meters)
 - A room for selling and storing of the souvenirs (max. 10-12 square meters);
 - eco-toilet;
- A metal pathway from the ticket office to the cantilevered viewing platform (it is preferable to avoid difference between levels);
- The metallic cantilevered viewing platform (it may fork into several branches).

2. Main criteria of designing:

When developing an engineering design, an applicant must take into account the following principles:

- The main object (the viewing platform) must be of metal structure and fit with a lightning rod.

- Wood may be used as a construction material for the construction of the ticket office and the checkpoint.
- The exterior of the object must be esthetically refined and in maximum harmony with the local landscape;
- Impact on the environment and alteration of existing landscape must be minimized;
- An applicant must be guided by the principles of *sustainable architecture*;
An applicant should take into account **energy efficiency (thermal insulation of facades, roofs, foundations)** of the building, passive and active solar heating solutions, natural lighting, natural ventilation, local materials.
- materials to be used must be environmentally clean and the priority should be given to the use of natural, local/regional materials. When developing an engineering design and choosing materials, an applicant must take into account the climate of the region;
- Structures of the buildings must ensure that the exploitation of buildings is safe and that the buildings meet seismic norms applicable in the country;
- Engineering design solutions and selected construction materials must ensure minimal levels of operational and maintenance costs and intensity of ongoing and capital repairs.

3. Requirements for design documentation:

The supplier shall prepare detailed **design cost-estimates documentation (in English and Georgian languages)** which must, at least, consist of:

- **Architectural component within which, at least, the following documentation must be prepared:**
 - General explanatory note of the architectural component, which must include information about a master plan, building or other infrastructure facilities;
 - A master plan of the object. Scale (1:500);
 - Vertical design of the territory and a map of land works, if available; scale (1:200 1:500);
 - High quality three dimensional visualization of objects (so called high resolution renders);
 - Facades of the building and other objects; scale (1:50 or 1:100);
 - A plan of objects and the building with the layout of furniture and inventory shown in it; scale (1:50 or 1:100);
 - Cross section and longitudinal section of the objects and the building; scale (1:50 or 1:100);
 - Plan of roof showing the water diversion scheme, scale (1:50 or 1:100);
 - Plans of marking the building's walls and partitions with types thereof shown; scale (1:50 or 1:100);
 - Plans of floor and ceiling cladding, showing types of cladding; scale (1:50 or 1:100);
 - Plans of marking the interior cladding of the building's walls; scale (1:50 or 1:100);

- Plans of marking the filling in of openings and types of windows and doors; scale (1:50 or 1:100);
 - Drawings of architectural details and joints (staircases, handrails, roof joints and other details); scale (1:5, 1:10 or 1:20);
 - Drawings of the furniture and inventory of the building, visual images and the list;
 - Detailed specifications of all objects.
- **Structural component within which, at least, the following documentation must be prepared:**
 - General explanatory note of the structural component, which must include information about the object (expected loads affecting the structures);
 - Types of foundations; scale (1:50 or 1:100);
 - In case of using wooden material in the structures of the object, the design must envisage detailed specifications of structural elements and contact details of their joints.
- **Construction management component within which, at least, the following documentation must be prepared:**
 - An explanatory note on the plan of construction management, which must include information about the length of reconstruction of the existing building and improvements of the territory, requirements of the construction for energy-material-labor resources as well as for storage and utilities space. The explanatory note must also indicate necessary safety technique and environmental measures;
 - Construction master plans of objects of the complex, indicating temporary facilities (storage, utilities, temporary roads, water pipeline, power network);
 - Timetable of the construction of the object;
 - Timetable of improvements of the building and the territory.
- **Specifications component within which, at least, the following documentation must be prepared:**
 - Detailed description of qualitative characteristics of building materials (local/regional building materials and building methods must be considered), products and equipment used in improvements of the object and the territory;
 - Detailed technological description and sequence of processes of construction works for the aim to conduct the quality control of their performance in improving the object and the territory;
 - Detailed description of construction materials subject to testing, processes and testing regime of equipment and machinery and their sequence when improving the object and the territory;

- **Electro-technical component within which, at least, the following documentation must be prepared:**
 - General explanatory note.
 - If applicable, a scheme of devices receiving alternative energy; for example, photovoltaic solar elements.
- **Sanitation component within which, at least, the following documentation must be prepared:**
 - Plans of the structure of eco-toilet and technology of arrangement;
 - List and specifications of works.
- Assess feasibility of the access to the platform for persons with disabilities.

Note:

An applicant shall envisage a water tank / also, low winter temperature. Adequate wrapping of tank and pipes.

- **Cost Estimate component within which, at least, the following documentation must be prepared:**
 - General explanatory note of the cost estimate component which must include list of buildings and structures approved for construction and the information about the method of calculating expenses (unforeseen expenses, overheads, planned accumulation, et cetera).
 - Total estimate of construction (minimum life-cycle cost methodology/approach);
 - Object estimates;
 - Local estimates performed by applying a resource method;
 - Local as well as total and object estimates must show costs of construction materials, wages of workers, overheads and planned accumulations separately.
- **Exploitation project component by applying minimum life-cycle cost methodology, within which, at least, the following documentation must be prepared:**
 - Information about an average annual maintenance cost of the object (treatment with solutions, etcetera);
 - Regularity of ongoing repairs on main elements of the building and their total costs;
 - Determination of the period of use of the object (exterior, interior and improvements of the territory) before it requires a capital repair. Detailed schedule over the period of 10 years;
 - Information about an average annual cost of land tax and other budget fees.

Note:

- **Certain corrections may be made to the design estimate documentation upon the approval of the purchaser.**
- **The design estimate documentation shall be submitted in an electronic form (pdf and dwg) and as a hard copy in the form of an album, three copies.**

The companies participating in the tender shall submit the following documentations:

1. The architectural design, consisting of at least:

- Explanatory note,
- Visualization (renders, installation in the existing environment),
- Plans (scale 1:100 or 1:200).
- Sections (scale 1:100 or 1:200).
- Facades (scale 1:100 or 1:200).
- Description of technology of conducting the construction and installing the objects.

2. Cost estimate for development of the entire design documentation

The winner company will be awarded the contract for development of entire design documentation, including:

- Development of working architectural component;
- Development of structural component;
- Development of electrical-technical component;
- Development of water pipeline and sewerage component;
- Development of the plan of construction management;
- Development of estimate component;
- Submission of working documentation in its final form to the client.

Note:

- **Topographic survey and geological study of the territory can be obtained at Protected Areas project office (52, V. Gorgasali Street, Batumi 6010, Georgia)**

Information note:

- **The full architectural design and cost estimates are being prepared for the Georgian Agency of Protected Areas, which will be responsible for implementation of further stages related to tender for selection of Construction Company and construction process. During these stages the selected company will be responsible for Provision of services to the agency during the tender process such as preparation of permits, tender documentation, BoQ's, exploitation project and provision of the author's supervision during construction process.**

შესყიდვის ობიექტის ტექნიკური დავალება

დასაგეგმარებელი ობიექტის ფუნქცია - დახასიათება:

ობიექტი წარმოადგენს მაჭახელას ეროვნული პარკის ტერიტორიაში მდებარე მთავარანგელოზის მთიდან გადასახედ ბაქანს და მის დამხმარე ინფრასტრუქტურას.

პარკის ყველაზე ღირშესანიშნავი ტერიტორიიდან იშლება თვალწარმტაცი ხედი ბათუმისა და შავი ზღვისაკენ, ასევე თურქეთისაკენ და მაჭახელას ხეობისაკენ. ამიტომაც იგეგმება გადასახედი ბაქნის მოწყობა სწორედ ამ ადგილზე.

1. დასაგეგმარებელი ობიექტის შემადგენლობა.

კონსოლური გადასახედი ბაქანი და დამხმარე ინფრასტრუქტურა:

- ავტო პარკინგიდან ძირითად ობიექტებამდე (კერძოთ სალარომდე) მეტალის კიბის (ბილიკის) მოწყობა რთულ მონაკვეთებში (სასურველია უმოკლესი მანძილის პოვნა) ;
- *გამშვები პუნქტი (ბილეთების შექმნა და ბაქანზე გამსვლელთა კონტროლი):*
 - ბილეთების სალარო (5 კვ.მ) ჩაშენებული რკინის სეიფით და მოსასვენებელი ოთახი (6 კვ.მ)
 - გადახურული სივრცე, რომელიც შეიფარებს დაახლოებით 20 ადამიანს, საინფორმაციო დაფით, გამოკრული ქცევის წესებით, სკამებით, სანაგვე ყუთებით. სულ (25-30კვ.მ)
 - სუვენირების გასაყიდი/შესანახი სივრცე (მაქს. 10-12 კვ.მ);
 - საერთო ეკო ტუალეტი;
- მეტალის ბილიკი სალაროდან კონსოლურ გადასახედ ბაქანამდე (სასურველია ნიშნულებს შორის არ იყოს სხვაობა) ;
- მეტალის კონსოლური გადასახედი ბაქანი რომელიც თავისუფლად დაიტევს 15-20 ადამიანს (შესაძლოა იგი იშლებოდეს რამოდენიმე განშტოებად)

2. გეგმარების ძირითადი კრიტერიუმები:

კონკურსანტმა პროექტის დამუშავებისას უნდა იხელმძღვანელოს შემდეგი პრინციპებით:

- ძირითადი ობიექტი (გადასახედი ბაქანი) მეტალის კონსტრუქციის ალკურვილი მებამრიდით.
- სალაროსა და გამშვები პუნქტის სამშენებლო მასალად შესაძლოა ხის მასალის გამოყენება.

- ობიექტის იერსახე უნდა იყოს ესთეტიურად დახვეწილი და მაქსიმალურად ჰარმონიული ადგილობრივ ლანდშაფტთან;
- მინიმუმამდე უნდა იქნეს დაყვანილი გარემოზე ზემოქმედება და არსებული ლანდშაფტის ცვლილება;
- კონკურსანტმა უნდა იხელმძღვანელოს “*მდგრადი არქიტექტურის*” პრინციპებით;

გასათვალისწინებელია შენობის **ენერგოეფექტურობა** (ფასადების, სახურავების, საძირკვლების თბოიზოლაცია) პასიური და აქტიური მზის გადაწყვეტები, ბუნებრივი განათება, ბუნებრივი ვენტილაცია. ადგილობრივი მასალები
- გამოყენებული მასალები უნდა იყოს ეკოლოგიურად სუფთა, პრიორიტეტი მიენიჭოს ბუნებრივი, ადგილობრივი/რეგიონალური მასალების გამოყენებას. პროექტირებისას და მასალათა შერჩევისას გათვალისწინებულ უნდა იყოს რეგიონის კლიმატური პირობები;
- კონსტრუქციული თვალსაზრისით შენობები უნდა უზრუნველყოფდეს უსაფრთხო ექსპლუატაციას და აკმაყოფილებდეს ქვეყანაში არსებულ სეისმომედეგობის ნორმებს ;
- საპროექტო გადაწყვეტილებებმა და სამშენებლო მასალათა შერჩევამ უნდა უზრუნველყოს ობიექტის მინიმალური საექსპლოატაციო მოვლა-პატრონობის ხარჯები, მიმდინარე და კაპიტალური შეკეთებების ინტენსივობა.

3. მოთხოვნები საპროექტო დოკუმენტაციისადმი:

მიმწოდებელს ევალება დეტალურად დამუშავებული საპროექტო-სახარჯთაღრიცხვო დოკუმენტაციის მომზადება (ქართულ და ინგლისურ ენებზე), რომელიც მინიმუმ უნდა მოიცავდეს:

- **არქიტექტურული ნაწილი, რომელშიც დამუშავდება მინიმუმ შემდეგი დოკუმენტაცია:**
 - არქიტექტურული ნაწილის საერთო განმარტებითი ბარათი, რომელიც უნდა მოიცავდეს ინფორმაციას, როგორც საერთო გენერალური გეგმის, შენობის, თუ სხვა ინფრასტრუქტურული ობიექტების შესახებ;
 - ობიექტის გენერალური გეგმა. მასშტაბში (1:500);
 - ტერიტორიის ვერტიკალური გეგმარება და მიწის სამუშაოების კარტა, ასეთის არსებობის შემთხვევაში მასშტაბში (1:200 1:500);
 - ობიექტების სამ განზომილებიანი მაღალი ხარისხის ვიზუალიზაცია (ეგრეთ წოდებული რენდერები მაღალი რეზოლუციით);
 - შენობის და სხვა ობიექტების ფასადები, მასშტაბი (1:50 ან 1:100);
 - ობიექტების და შენობის გეგმა ავეჯის და ინვენტარის განლაგების ჩვენებით, მასშტაბი (1:50 ან 1:100);
 - ობიექტების და შენობის გრძივი და განივი ჭრილები, მასშტაბი (1:50 ან 1:100);
 - სახურავის გეგმა წყლის გადაყვანის ორგანიზების ჩვენებით, მასშტაბი (1:50 ან 1:100);

- შენობის კედლებისა და ტიხრების მარკირების გეგმები მათი ტიპების ჩვენებით, მასშტაბი (1:50 ან 1:100);
 - შენობის იატაკებისა და ჭერების მოპირკეთების გეგმები მოპირკეთების ტიპების ჩვენებით, მასშტაბი (1:50 ან 1:100);
 - შენობის კედლების შიდა მოპირკეთების მარკირების გეგმები მასშტაბი (1:50 ან 1:100);
 - ინტერიერის განშლები, ფერების და მასალების მითითებით.(1:50 ან 1:100);
 - შენობის ლიობების შევსების მარკირების გეგმები და კარ-ფანჯრების ტიპები მასშტაბი (1:50 ან 1:100);
 - არქიტექტურული დეტალებისა და კვანძების ნახაზები (კიბეები, მოაჯირები, სახურავის კვანძები და სხვა დეტალები) მასშტაბი (1:5, 1:10 ან 1:20);
 - შენობის ავეჯისა და ინვენტარის ნახაზები, თვალსაჩინო გამოსახულებები და ჩამონათვალი.
 - ყველა ობიექტის დეტალური სპეციფიკაციები.
- **კონსტრუქციული ნაწილი, რომელშიც დამუშავდება მინიმუმ შემდეგი დოკუმენტაცია:**
 - კონსტრუქციული ნაწილის საერთო განმარტებითი ბარათი, რომელიც უნდა მოიცავდეს ინფორმაციას ობიექტზე (კონსტრუქციებზე მოქმედი მოსალოდნელი დატვირთვები;
 - საძირკვლების ტიპები, მასშტაბი (1:50 ან 1:100);
 - ობიექტის კონსტრუქციებში ხის მასალის გამოყენების შემთხვევაში, პროექტი უნდა ითვალისწინებდეს კონსტრუქციული ელემენტებისა და მათი შეერთების საკონტაქტო დეტალების დაწვრილებით სპეციფიკაციებს.
- **მშენებლობის ორგანიზაციის ნაწილი, რომელშიც დამუშავდება მინიმუმ შემდეგი დოკუმენტაცია:**
 - მშენებლობის ორგანიზების პროექტის განმარტებით ბარათს, რომელიც უნდა მოიცავდეს ინფორმაციას, არსებული შენობის რეკონსტრუქციის და ტერიტორიის კეთილმოწყობის ხანგრძლივობის, ენერგო-მატერიალურ-შრომით რესურსებზე მშენებლობის მოთხოვნილების, სასაწყობო და საყოფაცხოვრებო ფართზე მშენებლობის მოთხოვნილების შესახებ. განმარტებით ბარათში ასევე უნდა მიეთითოს საჭირო უსაფრთხოების ტექნიკის (მათ შორის სახანძრო უსაფრთხოების) და გარემოს დაცვითი ღონისძიებანი;
 - კომპლექსის ობიექტების სამშენებლო გენერალური გეგმები დროებითი შენობა ნაგებობების (სასაწყობო, საყოფაცხოვრებო, დროებითი გზები, წყალსადენი, ელ.ქსელი) ჩვენებით;

- ობიექტის მშენებლობის კალენდარული გეგმა;
 - ობიექტის და ტერიტორიის კეთილმოწყობის კალენდარული გრაფიკები.
- **სპეციფიკაციების ნაწილი, რომელშიც დამუშავდება მინიმუმ შემდეგი დოკუმენტაცია:**
 - გამოყენებული სამშენებლო მასალების (მხედველობაში უნდა იყოს მიღებული ადგილობრივი/რეგიონალური სამშენებლო მასალები და მშენებლობის მეთოდები), ნაკეთობების და მოწყობილობების ხარისხობრივი მახასიათებლების დეტალური აღწერა ობიექტისა და ტერიტორიის კეთილმოწყობისა;
 - სამშენებლო სამუშაოთა პროცესების ტექნოლოგიური, თანმიმდევრობითი დეტალური აღწერა მათი შესრულების ხარისხობრივი კონტროლის განხორციელების მიზნით ობიექტისა და ტერიტორიის კეთილმოწყობისა;
 - ტესტირებას დაქვემდებარებული სამშენებლო მასალების, პროცესების და მოწყობილობა-დანადგარების გამოსაცდელი რეჟიმის და თანმიმდევრობის დეტალური აღწერა ობიექტისა და ტერიტორიის კეთილმოწყობისა.
 - **ელექტროტექნიკური ნაწილი, რომელშიც დამუშავდება მინიმუმ შემდეგი დოკუმენტაცია:**
 - საერთო განმარტებითი ბარათი;
 - არსებობის შემთხვევაში ალტერნატიული ენერჯის მიმღები დანადგარების სქემა. მაგ. ფოტოვოლტაური მზის ელემენტები;
 - **სანტექნიკური ნაწილი, რომელშიც დამუშავდება მინიმუმ შემდეგი დოკუმენტაცია:**
 - ეკო-ტუალეტის ნაგებობის გეგმები და მოწყობის ტექნოლოგია;
 - სამუშაოთა ჩამონათვალი და სპეციფიკაციები.
 - *შეზღუდული შესაძლებლობის მქონე პირებისათვის გადასახედი ბაქნით სარგებლობის შესაძლებლობის შეფასება.*

შენიშვნა:

გასათვალისწინებელი იქნება წყლის რეზერვუარი / გასათვალისწინებელია ზამთრის დაბალი ტემპერატურა. რეზერვუარის და მილების სათანადო შეფუთვა .

- **სახარჯთაღრიცხვო ნაწილი, რომელშიც დამუშავდება მინიმუმ შემდეგი დოკუმენტაცია:**
 - სახარჯთაღრიცხვო ნაწილის საერთო განმარტებითი ბარათი, რომელიც უნდა მოიცავდეს სამშენებლო ობიექტის სატიტულო სიას და ინფორმაციას დანარიცხების გაანგარიშების წესის შესახებ(გაუთვალისწინებელი ხარჯები, ზედნადები ხარჯები, გეგმიური დაგროვება და სხვა).
 - მშენებლობის ნაკრები ხარჯთაღრიცხვა. (მინიმალური სასიცოცხლო ციკლის ხარჯების მეთოდი/მიდგომა);
 - საობიექტო ხარჯთაღრიცხვები;

- ლოკალური ხარჯთაღრიცხვები შესრულებული რესურსული მეთოდით;
 - როგორც ლოკალურ, ასევე კრებსით და საობიექტო ხარჯთაღრიცხვებში ცალ-ცალკე გამოყოფილი უნდა იყოს სამშენებლო მასალების ღირებულება, მუშათა ხელფასი, ზედნადები ხარჯები და გეგმიური დაგროვება.
- **ექსპლუატაციის პროექტის ნაწილი, მინიმალური სასიცოცხლო ციკლის ხარჯების მიდგომის გამოყენებით, რომელშიც დამუშავდება მინიმუმ შემდეგი დოკუმენტაცია:**
 - ინფორმაცია ობიექტის საშუალო წლიური მოვლა-შენახვის ხარჯების შესახებ (ხსნარებით დამუშავება და სხვ.);
 - შენობის ძირითადი ელემენტებისათვის მიმდინარე შეკეთების პერიოდულობა და მათი ერთდროული ხარჯები;
 - ობიექტის (ექსტერიერის, ინტერიერის და ტერიტორიის კეთილმოწყობის სავარაუდო ვარგისიანობის პერიოდის განსაზღვრა კაპიტალურ შეკეთებამდე. დეტალურად გაიწეროს 10 წელიწადზე;
 - ინფორმაცია მიწის გადასახადის და სხვა საბიუჯეტო მოსაკრებლების საშუალო წლიური ხარჯების შესახებ.

შენიშვნა:

- საპროექტო-სახარჯთაღრიცხვო დოკუმენტაციაში შესაძლებელია შეტანილ იქნეს გარკვეული კორექტივები შემსყიდველთან შეთანხმებით.
- საპროექტო-სახარჯთაღრიცხვო დოკუმენტაცია უნდა იყოს წარმოდგენილი როგორც ელექტრონული (pdf და dwg) სახით, ასევე ალბომის სახით, 3 ეგზემპლიარი.

კონკურსში მონაწილე კომპანიებმა უნდა წარმოადგინონ საკონკურსო მასალა, კერძოდ:

1. არქიტექტურული პროექტი რომელიც უნდა შედგებოდეს მინიმუმ შემდეგისგან:
 - განმარტებითი ბარათი.
 - ვიზუალიზაცია (რენდერები, მონტაჟი არსებულ გარემოში),
 - გეგმები (მასშტაბი 1:100 ან 1:200) .
 - ჭრილები (მასშტაბი 1:100 ან 1:200) .
 - ფასადები (მასშტაბი 1:100 ან 1:200) .
 - ობიექტების მშენებლობის და მონტაჟის წარმართვის ტექნოლოგიის აღწერა.
2. სრული საპროექტო დოკუმენტაციის დამუშავების ღირებულება/ხარჯთაღრიცხვა.

კონკურსში გამოვლენილი გამარჯვებული კომპანიასთან გაფორმდება ხელშეკრულება სრული საპროექტო დოკუმენტაციის დამუშავებაზე, რომელიც მოიცავს:

- არქიტექტურული მუშა ნაწილის დამუშავება;
- კონსტრუქციული ნაწილის დამუშავება;
- ელექტროტექნიკური ნაწილის დამუშავება;
- წყალგაყვანილობა და კანალიზაციის ნაწილის დამუშავება;
- მშენებლობის ორგანიზების პროექტის დამუშავება;
- სახარჯთაღრიცხვო ნაწილის დამუშავება;
- დასრულებული სახით მუშა დოკუმენტაციის წარდგენა დამკვეთისადმი.

შენიშვნა:

- ტერიტორიის ტოპოგრაფიისა და გეოლოგიური კვლევის მისაღებად მიმართეთ დაცული ტერიტორიების პროექტის ოფისს (საქართველო, ბათუმი 6010, ვ. გორგასალის 52)

საინფორმაციო შენიშვნა:

- სრული არქიტექტურული დიზაინი და ხარჯთაღრიცხვა მზადდება საქართველოს დაცული ტერიტორიების სააგენტოსათვის. სააგენტო იქნება პასუხისმგებელი შემდგომი ეტაპების განხორციელებაზე, რაც მოიცავს მშენებელი კომპანიის გამოვლენას და მშენებლობის პროცესს. აღნიშნულ ეტაპებზე დამპროექტებელი კომპანია ითანამშრომლებს სააგენტოსთან სამშენებლო კომპანიის შესარჩევი ტენდერის ჩატარებასთან დაკავშირებულ საკითხებზე (ნებართვების, სატენდერო დოკუმენტაციის, საექსპლოატაციო პროექტის მომზადება) და მშენებლობის პერიოდში საავტორო უფლებების ზედამხედველობის გაწევაზე.

Technical Proposal Evaluation Matrix

ANNEX 5

Technical Proposal Evaluation Matrix	Percentage Weight in total score	Maximum Points Obtainable
1. Expertise of the firm	30%	300
From 7 to 10 years of experience in developing architectural design documentation (Minimum requirement): <u>70; more than 10 years: 95.</u>	9.5%	95
From 3 to 5 reference designs that had been actually implemented (Minimum requirement): <u>70; more than 5 designs: 95.</u>	9.5%	95
Implemented design with cantilevered structure (asset)	5.5%	55
Working experience with protected or other natural areas (asset)	5.5%	55
2. Methodology for completion of services	15%	150
Has the offeror demonstrated comprehensive and clear approach/methodology for preparation of full architectural design according to the objectives of the service specified in ToR? - Comprehensive and systematic approach/methodology : 150; - Fairly appropriate: 130 (minimum requirement).	15%	150
3. Qualification of the key personnel	25%	250
Team Leader / Chief Architect		
From 7 to 10 years of experience in developing architectural design documentation (Minimum requirement): <u>60; more than 10 years: 75.</u>	7.5%	75
From 3 to 5 architectural designs implemented (Minimum requirement): <u>60; more than 5 years: 75.</u>	7.5%	75
Expert (s)		
With at least 5 years of experience in development of working architectural component, static structural component, electrical-technical component, water pipeline and sewerage component, plan of construction management, estimate component (minimum requirement) :100.	10.0%	100
	70%	700

Please note if the company does not comply any of the minimum requirements will be disqualified for further evaluation.