

**ARGENTINE REPUBLIC**

**UNDP ARG 19006 Project – Support for the Participation  
of Argentina at Universal Expo 2020 Dubai**

**Federal System of Public Media and Contents**

**Request for Proposals No. 01/2019**

Turnkey Acquisition of Argentine Pavilion at “Expo  
2020 Dubai: *Connecting Minds, Creating the Future*”  
United Arab Emirates

**BUENOS AIRES, AUGUST 2019**

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## Request for Proposals (RFP)

UNDP ARG 19006 Project. Support for the Participation of Argentina at Universal Expo 2020 Dubai	<b>Reference:</b> Request for Proposals (RFP) No. 01/2019. Turnkey Acquisition of the Argentine Pavilion in “Universal Expo 2020 Dubai: Connecting Minds, Creating the Future,” United Arab Emirates
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Dear Sir/Madam,

1) We are writing to you to request you to submit a Proposal for the Turnkey Acquisition of the Argentine Pavilion in Universal Expo 2020 Dubai: Connecting Minds, Creating the Future,” United Arab Emirates, under the terms and conditions specified in this Request for Proposals and its attachments.

2) To aid in the submission of said proposal, please find enclosed:

i. Instructions to Bidders..... (Annex I)

- Appendix A “Eligibility Requirements”
- Appendix B “Scoring of Technical Proposals”
- Appendix C “Assessment of Commercial Bid and Combined Evaluation”

ii. General and Specific Contract Terms and Conditions..... (Annex II)

- Appendix A “General Terms and Conditions”
- Appendix B “Specific Terms and Conditions”
- Appendix C “Roles and Responsibilities”

iii. Technical Specifications..... (Annex III)

iv. Forms for Proposal Submission ..... (Annex IV)

- Form **A**: Proposal Submission Form (Envelope I)
- Form **B**: Bidder Information Form (Envelope I)
- Form **C**: Joint Venture, Consortium or Partnership Information Form (Envelope I)
- Form **D**: Eligibility and Qualification Form (Envelope I)

- **Form E:** Price List Form: Commercial Bid (Envelope II)
- **Form F:** Contract Bond (Signing the Contract)

3. Your Bid, with your Technical and Commercial Proposals enclosed in separate sealed envelopes, shall be submitted at the address below by 24 September 2019 at 10.00 a.m. (local time, Buenos Aires, Argentine Republic).

- **Address: Leandro N Alem 339 Piso 8 Oficina 801, zip code: 1041**
- **UNDP ARG 19006 Project.**
- **Ciudad Autónoma de Buenos Aires, República Argentina.**
- **Att.: DIRECCIÓN DE COMPRAS Y CONTRATACIONES (PROCUREMENT OFFICE)**
- **Phone No.: +54 (11) 5071-9288 / 9505**

4. If you require additional information, it will be provided at the earliest convenience; however, any delays in providing said information will not entitle you to extend the deadline for bid submission.

5. Please acknowledge receipt of this letter and indicate whether you intend to submit a proposal. This will enable you to receive any changes or updates that may be made.

For further inquiries, please feel free to contact the Execution Unit of the **UNDP ARG 19006 Project**. Contact details follow:

- **Att.: Dra. Andrea Bonelli**
- **Address: Leandro N. Alem 339, Piso 8 Oficina 801**
- **City: Buenos Aires City**
- **Zip Code: 1041**
- **Country: Argentina**
- **Phone No.: +54 (11) 5071-9288 / 9505**
- **E-mail: [compras@mediosycontenidos.gob.ar](mailto:compras@mediosycontenidos.gob.ar)**

Yours sincerely,

**[Company name and address]**

## GLOSSARY

The following terms shall have the following meanings:

**Award:** Act of the Executive Department / Coordinating Agency indicating the Bid that was selected in the procedure indicated in this Request for Proposals.

**Awardee:** Successful bidder whose proposal has been selected.

**RFP Participant:** Legal Person that has obtained this Request for Proposals.

**Implementation Partner:** Federal System of Public Media and Contents, Head of Cabinet, National Government.

**“Joint Venture, Consortium or Partnership (JVCP)”:** an association with legal entity status different from its members, including more than one Consultant, in which one member is authorised to engage in all business activities for and on behalf of the other JVCP members, and in which all members are jointly and severally liable for fulfilment of the Contract.

**Circulars:** Documents issued by UNDP ARG 19006 Project after the publication of the RFP with changes to its contents.

**Contracting Entity:** UNDP ARG 19006 Project “Support for the Participation of Argentina in Universal Expo 2020 Dubai”.

**Contracting Agency / Procurement Agency:** UNDP ARG 19006 Project “Support for the Participation of Argentina in Universal Expo 2020 Dubai”.

**Contractor / Supplier:** Legal entity incorporated and qualified to provide products and/or services through the contract entered into with UNDP ARG 19006 Project for the Turnkey Acquisition of the Argentine Pavilion “Universal Expo 2020 Dubai: Connecting Minds, Creating the Future” United Arab Emirates, under the terms and conditions determined in this Request for Proposals, its annexes and appendices.

**Contract:** Instrument that formalises the relationship between the successful bidder and the contracting agency.

**Commissioning Entity:** UNDP ARG 19006 Project “Support for the Participation of Argentina in Universal Expo 2020 Dubai”.

**Bid/Proposal:** The unilateral and irrevocable declaration of the Bidder’s will to participate in this RFP.

**Bidder:** Participant submitting a Bid and duly qualified for said purpose.

**Turnkey:** It means that the work to be performed must be designed and constructed by the Contractor in such a way that once completed it must serve the purpose for which it is intended in the Contract, with the Contractor being solely and fully responsible for meeting all requirements. For this reason, the scope of the Contract includes the Contractor's obligation to provide the design, labour, supplies, materials and equipment with the required quality and quantity, including, but not limited to, insurance, charges and contributions, withholdings, taxes and management costs, obtaining any approvals, authorizations, permits and licenses as applicable. Furthermore, all services, goods and complementary works are also included, to fulfil all deliveries which, though not explicitly stipulated or described in the Request for

Proposals, may be inferred from the scope of the services and works to be performed, which are necessary or appropriate, in accordance with the rules of art, for the satisfactory completion of the work for the purpose it was designed to serve.

**Terms:** The terms set in this Request for Proposals are counted in calendar days unless otherwise stated.

**Price:** Amount quoted by Bidders for the provision of the goods and services on a turnkey basis under this Request for Proposals, in accordance with the provisions of the Terms and Conditions.

**Legal or Voluntary Representative:** Individual with sufficient powers to bind the Bidder for the purposes of this RFP.

**Request for Proposals (RFP) / Terms and Conditions:** This Request for Proposals or Terms and Conditions with all the annexes, circular notifications, resolutions and/or answers to questions issued by the Commissioning Entity.

## **ANNEX I – INSTRUCTIONS FOR BIDDERS**

### **A. Introduction**

#### **1. General**

The theme of Expo 2020 Dubai is “Connecting Minds, Creating the Future.”

It focuses on the global need to work jointly to inspire future generations and create partnerships across various industries, organisations and geographies to meet the multiple needs of our rapidly changing world.

The theme of Expo 2020 Dubai “Connecting Minds, Creating the Future” is structured based on three subthemes for global progress: Opportunity, Mobility and Sustainability.

Opportunity refers to unleashing and leveraging the potential of individuals and communities to develop a better future and comprises the areas of education, employment, new industries, capital financing and governance.

Mobility focuses on facilitating more efficient mobility for people, things and ideas, addressing the areas of public transport, travel, exploration, personal mobility, logistics and digital connectivity.

Sustainability explores the notion of living in harmony with our planet. As such, this subtheme integrates ecosystem protection innovations and good practices and effective management of resources with the aim to mitigate climate change to create long-term benefits.

In this framework, the UNDP ARG 19006 Project (hereinafter referred to as either the Project or the Commissioning Entity, indistinctly), calls for Proposals for the *Turnkey Acquisition of the Argentine Pavilion in Expo 2020 Dubai: Connecting Minds, Creating the Future*, United Arab Emirates, as per the terms and conditions set forth in this Request for Proposals and Annexes.

#### **2. Regulatory Framework and Order of Precedence**

This Request for Proposals is issued within the framework of the UNDP ARG 19006 Project “Support for the Participation of Argentina in Universal Expo 2020 Dubai.”

The following regulatory framework applies to this selection process:

- a) The international treaty signed by the Argentine Republic and the United Nations Program for Development (UNDP) on February 26, 1985, adopted by means of Law 23,396 of October 10, 1986 and the UNDP ARG 19006 Project Document “Support for the Participation of Argentina in Universal Expo 2020 Dubai,” also entered into by and between the UNDP and the Argentine Republic, excluding any other legislation that would have been applicable if said Agreement had not existed.
- b) The instructions for the application of UNDP Guidelines and Procedures in National Implementation Projects, available at:

<http://www.ar.undp.org/content/argentina/es/home/operations/procurement/manual-de-gestion-de-proyectos>

- c) This Request for Proposals, its annexes and the contract to be signed with the successful bidder.
- d) The Implementation Partner is responsible for executing all activities of the UNDP ARG 19006 Project, issuing the call for bids and signing the Contract. The UNDP will not be responsible for any consequences or claims arising from or in connection with any acts or omissions of the Commissioning Entity and/or the Argentine Government.

The Request for Proposals and its annexes, and the Contract that will be signed with the Successful Bidder or Awardee will take precedence over other applicable rules governing the relationship between the Parties. In the event of any conflict, the Specific Terms and Conditions of the Contract will take precedence over the General Terms and Conditions.

### **3. Cost of the Proposal**

The Bidder will be responsible for all costs associated with the preparation and submission of the Proposal. The UNDP ARG 19006 Project disclaims any responsibility for said costs, regardless of the results or the treatment of the submitted bid.

The UNDP ARG 19006 Project will not be required to accept any Proposal and may revoke the selection process at any time before awarding the Contract, without implying any obligation whatsoever towards the Bidder.

## **B. Documents included in the Request for Proposals**

### **4. Content of the Request for Proposals**

The Proposals shall offer the goods, works and services required to meet all the needs stated in the Request for Proposals, on a turnkey basis. Proposals only partially meeting the needs will be rejected. The Bidder is expected to review all instructions, forms, terms and specifications included in the Bidding Documents. Failure to comply with the requirements stated in said documents will be the responsibility of the Bidder and may impact the evaluation of the Proposal.

### **5. Clarification regarding the Request for Proposals**

If a potential Bidder needs clarification on these Bidding Documents, the Bidder may request clarification associated with this document and its annexes by means of a written notice submitted no later than seven (7) days of the Deadline for Bid Submission. The notice shall be served on the postal address and the email address stated below:

Attention: Execution Unit of UNDP ARG 19006 Project

Address: Leandro N Alem 339, Piso 8 Oficina 801, Zip Code: 1041, Buenos Aires City, Argentine Republic.

Phone: +54 (11) 5071-9288 / 9505



Email: [compras@mediosycontenidos.gob.ar](mailto:compras@mediosycontenidos.gob.ar)

The UNDP ARG 19006 Project will answer any questions about the documents comprised in this Request for Proposals up to five (5) days before the deadline for proposal submission. All questions will be sent and answered in writing.

A written copy of the answer will be sent (including an explanation of the inquiry, but without identifying its source) to all interested parties having provided an email for receiving notices of any points of clarification.

Furthermore, answers to questions will be posted on the UNDP Argentina website <http://www.ar.undp.org/content/argentina/es/home/procurement.html>, at <https://www.ungm.org/> and at [www.devbusiness.com](http://www.devbusiness.com).

## **6. Amendment of Documents in the Request for Proposals**

The UNDP ARG 19006 Project may modify the RFP terms by means of an amendment at any time before the submission of Proposals, for whatever reason considered necessary, either on its own initiative or in response to a request for clarification of a potential Bidder.

Any amendments made to the RFP will be notified in writing to all interested parties having provided an email to receive such notifications.

Furthermore, amendments will be posted on the UNDP Argentina website <http://www.ar.undp.org/content/argentina/es/home/procurement.html>, at <https://www.ungm.org/> and at [www.devbusiness.com](http://www.devbusiness.com).

In order to provide prospective Bidders with a reasonable time to analyse any amendments in preparing their bids, the UNDP ARG 19006 Project may, at its discretion, extend the Deadline for Bid Submission.

## **C. Preparation of Proposals**

### **7. Language**

Both the Proposals prepared by the Bidder and any correspondence and documents associated with the proposals and exchanged between the Bidder and the UNDP Project will be written in Spanish or in English. Any printed brochure provided by the Bidder may be written in a different language, provided that it encloses the translation into English or Spanish of the relevant parts. In that case, for interpretation of the Proposal, the translation shall prevail.

### **8. Documents included in the Technical Proposal:**

The Proposal must include the following documents and any related forms:

#### **8.1 Envelope 1: Background and Technical Proposal (Legal and Financial Information and Technical Proposal):**

Envelope 1 should include the following information and documents:

- i) **Table of Contents of the Bid** (all pages in the Proposal must be numbered);
- ii) **Cover Letter**;
- iii) **Legal and Financial Information:**
  - a. Form A: Proposal Submission Form;
  - b. Form B: Bidder Information Form;
  - c. Certified and/or authenticated copy of the Bidder's Articles of Association and Certificate of Enrolment with the appropriate Registry and, if applicable, any updated information.
  - d. Postal address and address declared in this RFP, including phone numbers and email (unified for a Joint Venture, Consortium or Partnership);
  - e. Appointment of the legal representative and/or agent with sufficient powers to enter into a binding relationship on behalf of the Bidder. This representation capacity or power must be proven by including the relevant articles of association and/or bylaws and/or powers and/or instruments duly certified by a notary public or the applicable competent authority;
  - f. A copy of the audited Balance Sheets for the last three (3) fiscal years before the Deadline for Bid Submission or equivalent documentation depending on the country of origin. In the case of a Joint Venture, Consortium or Partnership, the Balance Sheets of each of the partner companies must be enclosed.
  - g. Form C: Form with information on the Joint Venture, Consortium or Partnership (JVCP). Additionally, the Bids submitted by a JVCP set up by one or more firms must meet the following requirements: i) the Bid must contain all the above mentioned institutional and accounting information for each JVCP member; ii) the Bid must be signed in a way that it is a legally binding obligation for all partners; iii) all partners will be jointly and severally liable for complying with the Contract in accordance with its terms; iv) one of the partners must be designated as the representative and person authorized to take on responsibilities and receive instructions for and on behalf of any other member of the JVCP; v) the execution of the entire Contract, including expenses, will be made exclusively with the designated partner. Together with the Bid, a copy of the JVCP Agreement must be presented, signed by all the partners, or a Letter of Intent to formalize the JVCP, if the Bid is awarded, which must be signed by all partners and enclose a copy of the proposed Agreement. The commitment to set up the JVCP may be granted by private instrument with certified signatures; however, the actual agreement of association must be granted by public instrument.
  - h. Original of the Bid Bond (as per the specifications of item 26.1);
  - i. Foreign firms must submit the same documentation listed above, in accordance with the regulations in force in their country of origin, and must mention the legal framework under which they are organised.
  - j. Companies organised in the Argentine Republic must include the Tax Authority (AFIP) registration certificate.

Any documents coming from a foreign country and intended to prove compliance with the requirements in this RFP must be apostilled in accordance with The Hague Convention. Documents from a country that is not a signatory to The Hague Convention must abide by all the consular regulations required by the Argentine Republic.

Any copies of documents must be notarised and legalised by the relevant professional association.

**iv) Technical Information: Technical Proposal**

The Technical Proposal should comprise the following documents:

- A. Proof that the Bidder is capable of delivering its obligations under the Contract resulting from the RFP in the United Arab Emirates. Furthermore, the submission of a “Commitment to obtain the required Permits” to carry out the Contract resulting from this RFP in the UAE will be accepted. If the Awardee has submitted a “Commitment to obtain the required Permits,” the Awardee must include the certificates of the Permits obtained prior to the execution of the Contract. If this step is not fulfilled, the Bid will be considered withdrawn, the Awardee will be penalised with the forfeiture of the Bid Bond, and the Award will be rendered null and void, and the closest runner-up may be awarded the Contract as per the order of merit.
- B. Form D. Eligibility and Qualification Form.
- C. A detailed description of how the Bidder will carry out the Works and deliver the Goods and Services required, considering the adequacy of the local conditions where the Works will take place, specifying in detail how the different components of works, goods and services will be organised, monitored and delivered.
- D. A list of goods and services to be provided, which must also include:
  - i. The documents that demonstrate the conformity of the goods and services with the bidding documents, which may consist of scanned printed material, designs and data and must contain;
  - ii. A detailed description of the essential technical and operational characteristics of the goods. An assembly, maintenance and use manual of the Argentine Pavilion and its components will be delivered;
  - iii. A complete and detailed list of spare parts, special tools, etc. including the sources at which they can be obtained and the current prices necessary for the proper and continuous operation of the materials during Expo 2020 and which will begin at the time the Buyer begins to use said materials; and
  - iv. A comment on each of the clauses of the Technical Specifications of the Buyer that demonstrates that the goods and services substantially meet those specifications or, instead, a statement of the deviations and exceptions with respect to the provisions in them.

Moreover, all the equipment and facilities that make up the turnkey project must comply with all applicable regulations in the United Arab Emirates.

i. The documents that demonstrate the conformity of the goods and services with the bidding documents may consist of scanned printed material, designs and data and must contain:

ii. A detailed description of the essential technical and operational characteristics of the goods, including an assembly, maintenance and use manual of the Argentine Pavilion and its components;

iii. A complete and detailed list of spare parts, special tools, etc. including the sources at which they can be obtained and the current prices necessary for the proper and continuous operation of the goods during the development of Expo 2020 and which will begin at the time the Buyer begins to use the goods; and

iv. A comment on each of the clauses of the Technical Specifications of the Buyer that demonstrates that the goods and services substantially meet those specifications or, instead, a statement of the deviations and exceptions with respect to the provisions therein.

Furthermore, all the equipment and facilities that make up the turnkey project must comply with all applicable regulations in the United Arab Emirates.

E. Execution Schedule: The schedule shall include a term for execution, maintenance and decommissioning / withdrawal and transportation of the facilities to the Port located in the Metropolitan area of Buenos Aires City.

F. Affidavit declaring compliance with the requirements of “Digital Appendix 1” to be a contractor and declaring knowledge of the Expo characteristics mentioned herein.

G. Letter of Commitment serving as affidavit and declaring that the insurance contracts required by the Expo authorities and mentioned in the Technical Specifications and in the Insurance Guide included “Digital Appendix 1” will be purchased.

H. Proposed Personnel

- ✓ Org chart detailing roles and personnel involved in the different disciplines of the project, in the management and execution and supervision of work in the field. Include the CV of each person mentioned in the org chart.
- ✓ CV of the licensed professional, with qualifying registration, who will act as the Registered Architect with the Government of the United Arab Emirates and with the Organisers of Expo 2020 Dubai.
- ✓ Letter of commitment from the Registered Architect, serving as affidavit, to be hired by the Bidder of this tender if it is selected as the Successful Bidder.

- ✓ A binder with the CV and track record of the Construction Project Manager including management of similar architectural projects over the last 10 years.
- ✓ A binder with the CV and track record of the architects involved in the architectural project and exhibition design team, demonstrating experience in similar projects over the last 10 years.
- ✓ A list of professionals, contractors and subcontractors who will work in the design, approval and construction of the Pavilion. Additionally, submit two letters of acceptance and commitment, serving as an affidavit, to work on the design and construction of the Pavilion in the event the Bidder is awarded the Contract. Bidders must submit reliable documentation proving that professionals and contractors have appropriate visas in the UAE and the corresponding business / professional licenses in Dubai. Failure to comply with these requirements shall be grounds for dismissal of the Bid.
- ✓ Professionals or subcontractors that have not been nominated in the Bid will not be accepted at the stage of Execution. Any change of professionals and / or subcontractors during the contractual term may only be made with the prior approval of the Buyer.

I. The Preliminary Project with the scope determined in these Terms and Conditions.

It should comprise the following documentation in digital format:

- a. **Cover Letter for Preliminary Project<sup>1</sup>:** It must state:
  - a.1. The business name of the Bidder.
  - a.2. A statement of the items comprised in the turnkey project.
- b. **Technical Architectural Description:** Preliminary Project (architecture, constructive brief, structural scheme, installation and fittings scheme) plus the proposed technological equipment, specifying brands and technical characteristics. Each plan and brief should be identified with the plan name and title, and signed by the authors. Please attach:

**b.1 Digital Table of Contents<sup>2</sup>**

**b.2 Graphic documents of the integrated proposal (architecture + exhibition) of the Argentine Pavilion, in digital format, size DIN A1 (594 x 841 mm) landscape orientation in a PDF file 150 dpi in CMYK maximum size 3 MB per file. Number of charts: 8 minimum.**

- The floor plans will be laid out with the north at the top.
- The plans will be presented with a clear background and dark lines. Free use of colour.

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<sup>1</sup> Digital submission size DIN A4 (210 x 297 mm) portrait orientation, PDF format.

<sup>2</sup> Digital submission size DIN A4 (210 x 297 mm) portrait orientation, PDF format Arial font double space.

- The proposal should have all the required markings to enable clear reading of the surface areas indicated.
  - In the lower right corner, all charts will be labelled with the user name received when registering, plus the chart number.
1. A general plan representing the entire intervention on the ground floor, with shadow projection, showing integration with the venue of Expo 2020 Dubai – Scale: 1:200.
  2. Plans, views (min. 4) and cross-sections (min. 2) of the Argentine Pavilion which, at the Bidder's discretion, are necessary to understand the architectural proposal and the exhibition offering – Scale: 1:100.
  3. Structure scheme. Installation scheme. Modular scheme of constructive methodology. Schemes of uses and circulations facilitating understanding the proposed solution.
  4. Surface area chart for the various spaces and designated purposes.
  5. Critical sector, scale 1:50 or other graphic documentation that the Bidder considers necessary for understanding all aspects of the proposal, both in terms of architecture and exhibition.
  6. Overall perspectives and pedestrian images (copyright-free renders) that the Bidder considers necessary for aiding in understanding the proposal. Minimum 3 inside and 3 outside images.

### **b.3 Descriptive documentation (architecture and exhibition) of the Argentine Pavilion<sup>3</sup>.**

1. Conceptual brief justifying the architectural proposal comprising both the constructed space and the outdoor space (max. 10 pages).
2. Technical brief of the structural system, the installations and constructive systems, including a description of the materials to be used, textures, quality and finishing, as well as the pavilion
3. Technical brief of the structural system, installations and constructive systems, describing the materials to be used, textures, quality and finishing, and the pavilion assembly and disassembly system. The Bidder shall indicate the places of manufacturing, construction logistics and works sourcing, constructive methods, equipment to be used in executing the pavilion works, technical specifications of materials and technology equipment, indicating brands and manufacturers. Include the rationale of viability for building within the estimated term (max. 15 pages).
4. Brief of the definition and formalisation of the integrated exhibition bid justifying its design and contents. It may include complementary

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<sup>3</sup> Submission in digital format, size DIN A3, landscape, digital size DIN A4 (210 x297 mm) portrait, in pdf file.

graphic documents in addition to those included in DIN A1 (max. 15 pages).

5. Study, at the preliminary project level, of the graphic design of the Pavilion, branding, outside and inside communication, and graphics (max. 5 pages).
  6. Technical brief of audio-visual exhibition elements and technology offering, including a summary of their operation.
  7. Estimated schedule of execution describing the diverse phases of the work to be done for drafting the project and building the Argentine Pavilion, including the building and the exhibition offering.
  8. Technical brief of reuse and transportation operations, specifying how the pavilion will be disassembled, divided into modules, packed and shipped, and detailing the components that will be shipped to Argentina for reuse. The bidder shall indicate and describe in a precise way the products that will be shipped to the Argentine Republic (which should at least include the structural fittings, LED displays on the façade, technical floors and any other elements incorporated to the building).
- c. Technical documents required to verify compliance with the Terms and Conditions technical requirements of the products offered.
  - d. Schedule of Delivery, which shall not exceed six months starting on the date of Kick-off Memo, in MS Project format.
  - e. Estimated electricity power to be consumed.
  - f. Technical Maintenance Service: The Bidder shall submit documentation to prove that the Bidder will have infrastructure available to meet the technical support and guarantee requirements set forth in these terms and conditions.
  - g. Any other information or documentation required in the Terms and Conditions and/or that the Bidder considers useful and appropriate for the evaluation of the Bidder's Proposal.
  - h. Affidavit of the Architects who are the authors of the project and of the Bidder's legal representative, declaring the assignment of intellectual property rights on the architecture project and the work to be built based on it, with the express obligation to hold the Argentine State harmless against any third-party claim arising from it.
  - i. Affidavit of all the architects responsible for this project indicating the fees they will receive for their professional services and the form of payment, as a basis for the submitted bid. Architect Diploma of the architect/s responsible for the project.
  - j. Affidavit of the fees payable to designer architects.
  - k. Affidavit of compliance item by item with the technical requirements of the Terms and Conditions. No ambiguous or doubtful expressions should

be included –i.e. “note taken”, etc. Indicate clearly if and how the Bid complies with the requirement, and reference the page on the Bid where such compliance can be verified.

c) Any other document required in these Terms and Conditions.

All the information submitted by the Bidder in the Proposal will have the same force and effect as an affidavit.

## **9. Documents comprised in the Commercial Bid**

Envelope 2 shall include the Commercial Bid, which must meet the provisions of this RFP. The information must be specified in the “Price List Form: Commercial Bid.”

## **10. Proposal Price**

### **10.1 Price**

The Bidder must quote a single, definitive and slump sum price for the entire project, and shall include all the required items<sup>4</sup> in accordance with the “Price List Form: Commercial Bid” that is part hereof.

The prices quoted by the Bidder will be fixed and not subject to any variation whatsoever. Any bids submitted with adjustable prices will be considered nonconforming with the RFP and will be rejected.

### **10.2 Price Breakdown**

The Bidder must break down the global price quoted, indicating the price assigned to each item (products, works and services) identified in the RFP, using the “Price List Form: Commercial Bid” that is part hereof. The price quoted must not include the Value-Added Tax (VAT) (Law 23.349 and amendments). However, the applicable VAT rate, as indicated in the “Price List Form: Commercial Bid” must be stated.

All requirements described in the Technical Proposal but not quoted in the Price List will be considered included in the prices of other activities or items, as well as in the overall cost quoted.

### **10.3. Maximum Price**

The price quoted may not exceed the amount of SIX MILLION US DOLLARS (USD 6,000,000) with no exceptions, including all taxes except for VAT in the Argentine Republic. The Commercial Bids with prices exceeding the maximum amount will be rejected.

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<sup>4</sup> (Preliminary project, executive project, construction, installation at Expo Dubai, maintenance, operation, disassembly, shipping from the Dubai port and DAT at the container yard of the destination port in the Buenos Aires Metropolitan Area, including insurance required to cover all the risks involved, approvals by the Organiser and the UAE Government, as well as Buyer approvals in line with the scope set forth in the Technical Specifications).



## **11. Bid Currency and Payment Currency**

The prices quoted should be stated in US dollars.

The prices quoted must not include Value Added Tax (VAT) in the Argentine Republic; it is stated that the invoicing of products and/or services subject to VAT in Argentina will be governed by the provisions of Resolution No. 3349/91 of the Tax Authority and its supplementary circular ADM 0129/07

VAT will be paid, in the event of activities levied with said tax, with the certificates issued by UNDP ARG 19006 Project.

The payments for local purchases will be paid in pesos / legal tender of the Argentine Republic. If the quote and contract are stated in US dollars, payments will be made in pesos, legal tender in the Argentine Republic, at the exchange rate of the United Nations of the date of payment, in accordance with the information posted in: <https://treasury.un.org/operationalrates/OperationalRates.php>

The payments for the purchase of Foreign Products or Services will be made by wire transfer in US dollars.

## **12. Term of Proposal**

The Proposals shall be valid for ninety (90) calendar days counted from the Deadline for Bid Submission. The Proposals valid for a shorter period will be rejected and considered nonconforming to the requirements.

Under exceptional circumstances, before the term of Bid validity expires, the UNDP ARG 19006 Project may ask Bidders to extend the Bid validity term. The request and the answers shall be in writing and be considered an integral part of the Bid. The Bidder has the right to decline to extend the Bid validity, in which case the Bid will no longer be evaluated.

A Bidder may not be asked or allowed to change its Proposal when a request for extension is accepted.

## **13. Bid Format and Signature**

The Bidder will prepare two copies of the Proposal clearly labelled "Original Proposal" and "Copy of Proposal," respectively. In the event of any discrepancies between them, the version labelled as Original will prevail.

The two copies of the Proposal must be submitted typed and written in permanent ink and signed by the Bidder or by one or more persons duly authorised by the Bidder to take on contractual commitments for and on behalf of the Bidder. This authorisation will be contained in a notarised power of attorney that will be attached to the Proposal

The Proposal may not have any interlining, correction or overwriting except for those made to correct mistakes by the Bidder and duly validated by the initials of the person/s signing the Proposal.

In addition to the original bid and its copy, the Bidder must attach a digital version (pdf full text with OCR) of the entire Bid.

#### **14. Payment**

UNDP ARG 19006 Project will pay Contractor, after acceptance of the invoices submitted upon completion of each certification milestone agreed under the Contract and upon fulfilment of all conditions for payments to be made, in accordance with the provisions of Appendix B: Specific Contract Terms and Conditions.

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

##### **15. Form of submission of the Bids**

###### **15.1. Submission and Identification of Proposals in Paper**

The Bidder shall submit the Proposal in a sealed outer envelope which should contain two inner envelopes (Envelope No. 1: Technical Proposal, and Envelope No. 2: Commercial Proposal), as specified below:

###### **(a) The Outer Envelope should be addressed to:**

UNDP ARG 19006 Project.

Postal address: Leandro N Alem 339, Piso 8 Oficina 801, Ciudad de Buenos Aires, República Argentina. Zip code: 1041

With the label: “RFP: *Turnkey Acquisition of the Argentine Pavilion in Expo 2020 Dubai: Connecting Minds, Creating the Future*” – UNDP ARG 19006 Project, Date of Opening: September 24, 2019, 10.30 am (Local time Buenos Aires, Argentina).

###### **(b) The two Inner Envelopes (duly sealed) should also be sealed and indicate the Bidder’s name and address.**

The first enclosed envelope should have the Technical Proposal, the Background and Forms that are part of it, with a clear indication: “Envelope No. 1 - **Technical Proposal**” – “RFP: *Turnkey Acquisition of the Argentine Pavilion in Expo 2020 Dubai: Connecting Minds, Creating the Future*” – “Original and Copy”.

Envelope No. 1 shall not contain any information on the Bid Price.

The second enclosed envelope, duly sealed, should have the Commercial Proposal, indicating clearly: “Envelope No. 2 **Commercial Proposal**” – “RFP: *Turnkey Acquisition of the Argentine Pavilion in Expo 2020 Dubai: Connecting Minds, Creating the Future*” - “Original and Copy” with the label “**Do Not Open with Technical Proposal**”.

If the inner envelopes are not sealed and identified as indicated in this section, the Commissioning Entity disclaims any responsibility for any lost items or contingencies that the bid may sustain.

###### **15.2. Submission and Identification of the Electronic Proposal**

As an alternative to the submission of the Proposal in paper, the Proposal can be submitted in electronic format.

The submission of the Electronic Proposal shall be made as follows:

a) The files comprised in the Bid must be submitted in accordance with the following guidelines:

- i. To the following email: [compras@mediosycontenidos.gob.ar](mailto:compras@mediosycontenidos.gob.ar)
- ii. Format: Scan of the printed document signed by a person with sufficient powers for signing the proposal and in PDF files only.
- iii. Filenames should have a maximum of 60 characters and should not contain any special letter or character other than the Latin keyboard/alphabet.
- iv. All files must be virus-free and should not be damaged.
- v. Maximum file size per transmission: 40 MB
- vi. Mandatory email subject: *Solicitud de Propuesta (SDP) N° 01/2019* (Request for Proposals (RFP) No. 01/2019)
- vii. In addition to submitting a copy of the Bid Bond, within the Deadline for Bid Submission, the Bidder shall send to the address of the UNDP ARG 19006 Project the original of said Guarantee via courier or in-person delivery within 15 calendar days counted from the deadline for the submission of proposals.
- viii. The submission must come from an institutional email address of the Bidder.

b) All files comprised in the Commercial Proposal must be encrypted with a security code to prevent unauthorised persons from reading them.

Bidders submitting an Electronic Proposal must deliver the security code to access Commercial Proposal once the evaluation of their background information and the Technical Proposal is completed, only when required by the UNDP ARG 19006 Project.

c) If the awardee is a Bidder who has submitted an Electronic Proposal, the Bidder must submit the original documentation that was scanned to make the Electronic Proposal, within a reasonable term set for that purpose and before signing the Contract, under warning to revoke the award, execute the Bid Bond and award the Contract to the next qualified Bidder.

### **15.3. One Bid per Bidder:**

Bidders (including individual members of any Joint Venture, Consortium or Partnership) must present a single Bid, on their own behalf or as part of the Joint Venture, Consortium or Partnership.

The Bids submitted by two (2) or more Bidders will be rejected, and the Bid Bond will be executed by the Buyer if there is evidence of any of these situations:

- a) If they have at least one controlling partner, director or shareholder in common;
- b) If any of them receives or has received any direct or indirect subsidy from the rest;
- c) If they have the same legal representative for purposes of this RFP;
- d) If they are related to each other, either directly or through the same third parties, placing them in a position of access to information about the bid of

- another Bidder or influence in the bid of another Bidder, regarding this RFP process;
- e) If they are mutual subcontractors, i.e. one is the subcontractor of the other and vice-versa, or a subcontractor of one bid also submits another bid on its behalf as main Bidder;
  - f) If key personnel proposed in the bid of one Bidder participated in more than one bid received in this RFP process. This condition for personnel is not applicable to subcontractors who may be included in more than one bid.

Alternative bids and/or variants are not permitted.

## **16. Deadline for Bid Submission**

Proposals must be received by the Commissioning Entity at the postal address of the UNDP ARG 19006 Project no later than the Date and Time for Bid Submission, namely: 24 September 2019, at 10.00 am (Buenos Aires, Argentina local time).

Proposals received will be stored in a safe and locked place until the moment of opening.

Bids sent by certified mail with return receipt requested will be received at the address indicated in the Letter of Invitation until the date and time of the Deadline for Bid Submission, specified in said Letter of Invitation, regardless of the date on which they were sent. Bids arriving after the stipulated deadline and time will not be accepted, and will be destroyed within 72 hours of received, or returned unopened, if those submitting them have not claimed them back within said term.

The Commissioning Entity may, at its discretion, extend the Deadline for Bid Submission by means of an amendment to this RFP. In that case, all rights and obligations that the UNDP ARG 19006 Project and the Bidders had before the original deadline will be extended to the new deadline.

## **17. Late Submission of Proposals**

Any Proposal received by the UNDP ARG 19006 Project after the date and time set as the deadline for proposal submission in the section *Deadline for Bid Submission* will be rejected, unopened.

## **18. Modification and Withdrawal of Proposals**

The Bidder will be able to withdraw its Proposal after its submission, as long as the Commissioning Agency receives a written notice before the date and time of the opening act.

The notice for proposal withdrawal by the Bidder must be sealed, identified and sent in accordance with the provisions of the section *Deadline for Bid Submission*. The notice of withdrawal may also be sent by email, and it should be followed by a copy with the signed confirmation of an authorised representative, submitted on paper, by the date of opening of proposals.

No Proposal may be modified after the Deadline for Bid Submission.

No Proposal may be withdrawn, without losing the Bid Bond, within the term between the Deadline for Bid Submission and the deadline for proposal validity specified by the Bidder in the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

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

On 24 September 2019 at 10.30 a.m. (local time for Buenos Aires, Argentina), a public act will be held for opening the Technical Proposals (Envelope No. 1). The proceedings of the meeting will be recorded in the Opening Minutes, and the delivery of Envelope No. 2 will be recorded and set aside for custody and storage in a locked place until the opening of the Commercial Proposals (Envelope No. 2).

Once the technical assessment has been performed, the Commercial Proposals will be opened. Only the Commercial Proposals (Envelope No. 2) of the Bidders who have achieved the minimum score for technical qualification will be invited to be present at the opening ceremony. On this occasion too, the proceedings of the meeting will be recorded in the Opening Minutes for Envelope No. 2.

### **20. Inquiries about Proposals**

To aid in the analysis, evaluation and comparison of proposals, the Buyer may, at its discretion, ask the Bidder to provide clarification regarding its Proposal. The request for clarification and the answer must be in writing. No change in the price or the content of the Proposal will be solicited, offered or allowed.

The information regarding the review, evaluation and comparison of Bids, and the recommendation for Contract award will not be disclosed to the Bidders or to anyone not participating in an official capacity in the process.

### **21. Preliminary Examination**

The Buyer will analyse the technical proposals to determine if they are complete, if documents have been correctly signed and if they meet the requirements set forth in the Terms and Conditions.

Before the detailed evaluation, the Buyer will determine if the proposals received substantially qualify as per the provisions of the Request for Proposals (RFP) and if they meet the minimum eligibility, legal, technical and financial capacity set forth in Appendix A hereto. For purposes of these Sections, a substantially qualifying Proposal is a proposal that meets all RFP terms and conditions without significant deviations. The decision by the Buyer regarding the degree of conformity of the Proposal is based on the contents of the Proposal proper, without referring to any other additional documentation.

In the second stage, when evaluating the Commercial Proposals of those who have met the technical qualifications, any arithmetic errors will be rectified as follows: if

there is a discrepancy between the unit price and the total price resulting from multiplying the unit price by the quantity, the unit price shall prevail, and the total price will be corrected. If the Bidder does not accept the correction of errors, the Proposal will be rejected, and the Bid Bond will be forfeited, in favour of the Buyer. If there is a discrepancy between the figures spelled out and stated in numbers, the spelled out amount will prevail.

The Buyer will reject the proposals considered not substantially compliant with the requirements, and the Bidder may not subsequently adjust the proposal by correcting the nonconforming parts. No conditioned bids will be accepted either.

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

For evaluation of proposals, a two-stage process will be used. The first stage will comprise an evaluation of Technical Proposals before the opening and comparison of any Commercial Proposal.

The second stage will only include the opening and evaluation of the Commercial Proposals for the Technical Proposals that have exceeded a minimum score of **70 percentage points** of the total rating in the evaluation of Technical Proposals.

### **22.1. Assessment of the Technical Proposal**

The Technical Proposal will be evaluated based on its conformity with Technical Specifications (Annex III) and its compliance with the eligibility requirements set forth in Appendix A “Eligibility Requirements” of this Annex.

All Bids that exceed the technical requirements set forth in the Technical Specifications and have met the Eligibility Requirements will qualify from the technical perspective.

In rating the Technical Proposal, different criteria are established (Evaluation Matrix in Appendix B of this Annex), in a scale of 1 to 100 percentage points, which in turn comprise certain requirements whose scores will be added to determine the total score of the criterion in question, subsequently weighting each rating and obtaining the technical score (St) for the Proposal.

Applying this method, each proposal will be given a technical score. A proposal that does not conform to major aspects of the RFP at this stage, in particular, the Technical Specifications, or which does not reach a minimum TS of seventy (70) percentage points will be rejected and returned to the Bidder with Envelope No. 2 unopened.

Appendix B of this Annex contains the Evaluation Matrix and provides a detailed description of the rating criteria used for Technical Proposals, items and requirements, the scores that can be obtained and the relative importance or weight of each of them in the overall assessment process.

The UNDP ARG 19006 Project will count on the advice of the Architect Society of Argentina (*Sociedad Central de Arquitectos*) for evaluating and scoring the preliminary projects, in accordance with the criteria set forth in this Request for Proposals.

### **22.2. Assessment of the Commercial Proposal**

The second stage will compare the Commercial Proposals of all Bidders who have obtained a minimum score of 70 percentage points in the technical assessment.

The assessment of the Commercial Proposals will be carried out as specified in Appendix C of this Annex.

### **22.3. Combined Assessment: Quality and Cost**

The Proposals that have met the eligibility requirements and the technical qualifications will be rated in a combined way, considering their Technical Score (St) and Commercial Score (Sc), as stated in Appendix C of this Annex.

The firm that gets the highest combined score will be given the first place in the order of merit, and the others will be arranged in decreasing order, in accordance with the score received.

## **F. Contract Award**

### **23. Award Criteria, Contract Award**

Before the term of Proposal validity expires, the Commissioning Entity will award the Contract to the Bidder in the first place of the order of merit, i.e., the Bidder with the highest combined score.

It is stated, however, that the Commissioning Entity may reject all the Proposals, and declare the selection and contracting process null and void at any time before the Award, disclaiming any liability towards the Bidder/s affected by the decision and without any obligation to report the reasons for said decision.

### **24. Right of the Buyer to Change Requirements upon Contract Award**

Upon Contract Award, the Buyer reserves the right to change the number of services and products specified in the RFP without entailing any change in the price or in other terms and conditions.

### **25. Contract Execution**

Before the Bid Validity Term expires, the Commissioning Entity will send to the Awardee two copies of the Contract for acceptance and signature. Said copies shall be returned duly signed and dated, enclosing the Contract Performance Bond, within eight (8) calendar days counted as from the date of receipt of said copies, for the National Director of UNDP ARG 16009 Project to sign them and return a signed copy of the Contract to the Awardee. Failure to sign the Contract and enclose the Contract Performance Bond within the specified term may give rise to the revocation of the Award and the forfeiture of the Bid Bond.

## **26. Guarantees**

### **26.1 Bid Bond**

The Bidder will provide, as part of its Bid, a Bid Bond to the Buyer amounting to USD 120,000 (US dollars one hundred and twenty thousand).

The Bid Bond shall be set up in the Contract currency by one of the following methods:

- i) A Bank Guarantee or irrevocable Letter of Credit, issued by a well-reputed bank located in the Buyer's country or abroad and in the manner established in this RFP; or
- ii) A cashier's check or certified check; or
- iii) A surety insurance policy that guarantees all of the obligations of the policyholder and meets the basic conditions established in Decree No. 411/1969 (of the type for "public works"), issued by an entity authorized to operate in the industry at the national level by the Superintendency of Insurance of the Nation, at the satisfaction of and extended to the Buyer, in favour of "United Nations Development Program (UNDP), Representation in Argentina, UNDP ARG 19006 Project" in accordance with Section Eight of the Specific Terms and Conditions of Contract, in compliance with legal regulations in force in the Argentine Republic and to the satisfaction of the Project

If the institution issuing the guarantee is located outside of the Contracting Party's country, it must have a correspondent financial institution in the Contracting Party's country to enable executing the guarantee.

Any Bid that is not guaranteed as indicated in this section may be rejected by the Buyer on the grounds of failure to meet the requirements of this RFP.

The Bid Bonds of Bidders not selected for the Contract Award will be returned at the earliest convenience, no later than thirty (30) days after the expiration of the Bid Validity term indicated by the Buyer.

The Bid Bond of the Bidder selected for the Contract Award will be returned at the time the Bidder signs the Contract and provides the Contract Bond.

The Bid Bond may be executed:

- 1) If a Bidder withdraws the Bid during the Bid Validity term specified by the Bidder in the Form for the Bid Submission, or
- 2) In the case of the Successful Bidder, if the Bidder:
  - i) Does not sign the Contract in accordance with clause 25 of the Instructions to Bidders or,
  - ii) Does not provide the Contract Bond, in accordance with section 26.2 of the Instructions to Bidders.
- 3) In the other cases provided for in these Terms and Conditions.



## **26.2 Contract Performance Bond**

At the act where the Contract is signed, the Awardee must replace the Bid Bond, which instrument will be returned to it, with a Contract Bond to guarantee performance with its obligations, which shall cover at least ten percent (10%) of the total Contract amount.

The Contract Bond shall be issued in the Contract currency and instrumented in either of the two ways specified below:

a) A surety insurance policy that guarantees all of the obligations of the policyholder and meets the basic conditions established in Decree No. 411/1969 (of the type for "public works"), issued by an entity authorized to operate in the industry at the national level by the Superintendency of Insurance of the Nation, at the satisfaction of and extended to the Buyer, in favour of "United Nations Development Program (UNDP), Representation in Argentina, UNDP ARG 19006 Project" in accordance with Section Eight of the Specific Terms and Conditions of Contract, in compliance with legal regulations in force in the Argentine Republic and to the satisfaction of the Project.

b) A bank bond, payable unconditionally on demand at the first request of the UNDP, Representation in Argentina, in favour of the "United Nations Development Program (UNDP), Representation in Argentina, UNDP ARG 19006 Project", or the entity that takes its contractual position, granted by a bank authorized by the Central Bank of the Argentine Republic, which shall assume the responsibility as full guarantor and principal payer, expressly accepting primary and joint liability under the terms of articles 1583 and 1584 of the Civil and Commercial Code of the Nation, and valid until the extinction of the obligations arising from the Contract.

If the institution issuing the guarantee is located outside of the Contracting Party's country, it must have a correspondent financial institution in the Contracting Party's country to enable executing the guarantee.

In all cases, the original guarantee document must be presented, valid until the total termination of the obligations arising from the contract.

Breach by the Successful Bidder of the requirements of this clause or failure to sign the Contract in accordance with the provisions of this RFP will be sufficient reason for cancelling the Award and executing the Bid Bond, in in which case the Buyer may award the Contract to the Bidder with the second lowest price, or may call a new bidding process.

## **26. Recourses**

The UNDP ARG 19006 Project ensures the legal protection of Bidders. The provisions introduced in connection with this RFP that are definitive or of similar nature and may damage a subjective right or a legitimate interest or impose sanctions may be challenged by the interested parties by filing an appeal for reconsideration before the Office of the National Director of the UNDP ARG 19006 Project within seven (7) business days of notification of the act. The appeal must contain the concrete rationale

for those aspects that the complainant considers harmful to their rights. Such an appeal shall be resolved within twenty (20) business days of filing, through a Resolution of the National Director's Office for the Project, which will be final and irreversible.

## APPENDIX A – ELIGIBILITY REQUIREMENTS

### 1. Preliminary Review

The Bids will be examined to determine their completeness and whether their submission meets the RFP requirements, in accordance with the criteria below, with a Yes/No answer:

- Is the Bid Complete?
- Is the Bid signed by the Bidder's representative?
- Is the Bidder's representative sufficiently empowered to make decisions of a binding nature on behalf of the Bidder and to represent the Bidder in this bidding process?
- Does the Bid include a certified and legalized copy of the articles of association / JVCP Agreement, if applicable?
- Does the Bid Validity cover the term set forth in this document?
- Does the Bid include the Bid Bond in accordance with the term and requirements specified in this document?

### 2. Minimum Requirements of Eligibility and Legal, Technical and Financial Capacity

Eligibility and qualifications will be examined based on the Pass/Fail criterion. In this connection, any proposals that fail to meet all the requirements mentioned below will be rejected:

Item	Criteria	Document Requirements
<b>Legal Capacity and Eligibility</b>		
<b>Legal Capacity</b>	The Bidder is a duly organised entity and has the required legal status to submit its Proposal, which is in line with its business purpose. <i>(For Joint Ventures, Consortiums or Partnerships, each member must submit all the required documents.)</i>	Form B: Bidder Information Form  Form C: Joint Venture, Consortium or Partnership Information Form (if applicable).  The information declared must be backed by the supporting documents in accordance with section 8.1 of this Annex.
<b>Joint Venture, Consortium or Partnership</b>	Firms bidding in the form of Joint Venture, Consortium or Partnership shall also include the respective joint	Form C: Joint Venture, Consortium or Partnership Information Form.

	<p>venture or partnership agreement, or a commitment stated in the respective Board meeting minutes of members, enclosed with the Bid, to set up said business association if they are the successful Bidder, in accordance with RFP requirements. The Proposals submitted by JVCPs comprising two (2) or more member firms shall meet the following requirements:</p> <p>⇒ Include all the corporate information mentioned above for each member;</p> <p>⇒ The Proposal should be signed by all members or their legal representatives, with sufficient powers to make binding decisions;</p> <p>⇒ One of the partners should be designated as the representative authorised to take obligations and receive instructions for and on behalf of all partners; and</p> <p>⇒ The signing of any contract and the respective payment shall be made exclusively with the designated partner.</p> <p>If the Successful Bidder has submitted a commitment of incorporation, it must submit the definitive Incorporation Agreement and its registration in the Commercial Court of record as a prerequisite for signing the Contract. Failure to fulfil this requirement will cause the Bid to be considered withdrawn, the Bidder will be penalised with the forfeiture of the Bid Bond, the Award will be declared null and void, and the Contract may be awarded to the closest runner up.</p>	<p>Agreement that creates the Joint Venture, Consortium or Partnership, or a commitment of the members to create such business association.</p>
<b>Representation</b>	<p>Appointment of a legal representative with sufficient powers to make binding decisions for and on</p>	<p>Proof of this capacity of representation should be demonstrated by submitting the</p>

	<p>behalf of the Bidder. All the documents comprised in the Proposal must be signed by the person with legal capacity to represent and make binding decisions on behalf of the Bidder.</p> <p><i>(For Joint Venture, Consortium or Partnership, one of the parties should be designated as the main entity, duly empowered to make legally binding decisions on behalf of the members, with joint and several liability, to be demonstrated by means of a duly executed and notarised agreement among the legal entities and submitted jointly with the Bid).</i></p>	articles of association and/or bylaws and / or powers of attorney and/or instruments attached as required by Section 8.1 of this Annex.
<b>Eligibility</b>	The Bidder has not been barred or disqualified and has not otherwise become ineligible by any United Nations Organisation.	Form A: Proposal Submission Form
<b>Bankruptcy or Reorganisation</b>	The Bidder has not been declared bankrupt, and has not been involved in bankruptcy or reorganisation proceedings, and no legal action or suit is pending against the Bidder which may impair its operations in the foreseeable future.	Form A: Proposal Submission Form
<b>Economic and Financial Capacity</b>	<b>Criteria</b>	<b>Document Requirements</b>
	<p>Minimum average annual turnover of US\$ 12,000,000 in the last three financial statements.</p> <p><i>(For Joint Venture, Consortium or Partnership, this requirement may be met by adding average annual turnover of members).</i></p>	<p>Form D: Eligibility and Qualification Form.</p> <p>The information submitted must be backed by the supporting documents required under section 8.1 of this Annex.</p>
	<p>Net worth equal to or higher than USD 6,000,000, as per the last balance-sheet.</p> <p><i>(For Joint Venture, Consortium or</i></p>	

	<p><i>Partnership, this requirement can be fulfilled adding the annual average turnover of members).</i></p>	
	<p>Liquidity ratio on the latest balance-sheet higher than 1.0 (Formula = Current Assets/Current Liabilities).</p> <p><i>(For Joint Venture, Consortium or Partnership, it will be determined as a weighted average of the index of each participating firm, in accordance with the percentage of participation in the JV contract).</i></p>	<p>Form D: Eligibility and Qualification Form.</p> <p>The information submitted must be backed by the supporting documents required under section 8.1 of this Annex.</p>

Technical Capacity and Experience	Criteria	Document Requirements
<b>Specific Experience</b>	<p>Technical background of the Bidder required as per Section A of Appendix B in this Annex I.</p>	<p>Form D: Eligibility and Qualification Form.</p> <p>The information submitted must be backed by the supporting documents.</p>

## **APPENDIX B - SCORING OF TECHNICAL PROPOSALS**

All Bids exceeding the minimum requirements for Technical Specifications (Annex III) and having met the Eligibility Requirements (Appendix A of Annex I) will be subject to a technical assessment, using the following rating criteria.

The rating criteria include the requirements stated in the following assessment scheme:

### ***Technical Assessment Criteria***

#### ***A) Pass / Fail***

Bidders should prove they meet the following minimum eligibility requirements. Any proposals that fail to meet these requirements will be rejected:

##### **I) Technical Background:**

- a. Experience in similar works of architecture (i.e., theatres, auditoriums, museums, exhibits, stands) completed in the last ten years or in progress (with a minimum status of 70% completed) covering 15,000 square metres in total or more (the sum of individual surface areas will be considered).
- b. Proven track-record in at least two projects of similar pavilions in terms of surface area and technical characteristics, aligned with the purpose of the Programme of Needs and Expo Functions defined in these Terms and Conditions and in accordance with the scope defined for the Argentine Pavilion of Expo 2020.

##### **II) Economic and Financial Background**

- a. Net worth equal to or higher than USD 6,000,000, as per the last balance sheet.
- b. Annual average turnover in the last three balance sheets equal to or higher than USD 12,000,000.

##### **III) Key Staff**

###### ***a. Construction Project Manager:***

For the Bid to be eligible, the Bidder should propose a professional for the role of Construction Project Manager, who must be an Architect or Civil Engineer, with proven experience as such in:

- i. Architecture works of similar magnitude, i.e. of equal or larger surface area or size compared to the purpose of these Terms and Conditions (theatres, auditoriums, museums, exhibitions, stands) completed over the past ten years or in progress (with a minimum status of 70% completed) totalling 10,000 square metres or more

(the sum of individual surface areas will be considered).

ii. Architecture works in the United Arab Emirates for a total of 2,000 square metres or more.

iii. The execution of the works of at least two pavilions of a nature that is similar (in terms of size, surface area and purpose) to the one considered in this Contract, in a World or Universal Expo, over the past ten years.

*b) Architect*

For the Bid to be considered, the Bidder must propose a professional for the role of Architect, with proven experience in architectural projects of similar magnitude; i.e., with the same or larger surface area and size compared to the project that is the subject matter of these Terms and Conditions (theatres, auditoriums, museums, exhibitions, stands) totalling 15,000 square metres or more (the sum of individual surface areas will be considered).

*c) Exhibition Designer*

For the Bid to be considered, the Bidder must propose a professional Architect for the role of Exhibition Designer, with proven experience in exhibition projects at least in two pavilions or stands in World or Universal Expos.

**B) Scoring**

For the following items, a score will be assigned in accordance with the following criteria and sub-criteria:

The Preliminary Project will be rated using the following scorecard:

	<b>Criterion</b>	<b>Brief Description</b>	<b>Points</b>
(i)	<b>Conceptual Idea</b>	Originality and creativity.	(16)
(ii)	<b>Architecture Proposal</b>	Relevance, adequacy and ability to convey the main theme, the Argentine Identity. Representation of the Theme and Subthemes.	(27)
(iii)	<b>Exhibition Proposal</b>	Visitor's journey and experience faced with the proposed contents.	(18)
(iv)	<b>Engineering Proposal</b>	Structural scheme. Installations / infrastructure. Technology choices. Reuse.	(10)
(v)	<b>Technology Support</b>	Exhibition design and proposal for the communication of contents referring to the Argentine content proposal.	(11)



(vi)	<b>Construction Process</b>	Description of the technical / construction process.	(12)
(vii)	<b>Maintenance Proposal</b>	Technical / descriptive brief.	(6)
	<b>Total points 7 Criteria</b>		(100)

#### **Preliminary Project Scorecard**

Note: Seven criteria divided into 17 specific items are evaluated, which are weighted in scales of four and three rating parameters: Very High, High, Medium, Low, and Good, Adequate, Inadequate, totalling 66 scoring parameters.

The detailed description of the criteria and sub-criteria and the score that can be assigned are mentioned below:

#### **(i) Conceptual Idea: (16 points)**

In this section, the proposal will be evaluated in the following areas:

- **Originality:** Attention will be paid to the singularity of the project compared to other Argentine Pavilions in previous International Expos, as well as in comparison with the pavilions of other countries participating in Expo 2020 Dubai (as published in the media). The maximum score for this sub-criterion will be 8 points.

#### **Solely for scoring purposes in the evaluation process:**

- A **VERY HIGH** rating will be given to a proposal that from the architectural perspective is singular and innovative in nature, and is unprecedented in comparison with previously built pavilions. 8 points.
- A **HIGH** rating will be given to a proposal that from the architectural perspective is singular and innovative in nature, and cannot be directly associated on a comparative basis with previously built pavilions. 6 points.
- A **MEDIUM** rating will be given to a proposal that from the architectural perspective is singular and innovative in nature, and has some direct reminiscence on a comparative basis with previously built pavilions. 3 points.
- A **LOW** rating will be given to an architecture proposal that is not singular, and makes clear reference, on a comparative basis, to already built pavilions. 0 Point. In this case, the proposal does not meet the requirements to continue being considered and evaluated, and will therefore be rejected.

- **Creativity:** The possibility of creating something that is new: new concepts, ideas or linkages among them, leading to new solutions to address the needs and the purposes of the pavilion. Unique solutions without a direct precedent. This degree of creativity will be related to some of the following five parameters and/or a combination of them:

- The technology used reduces the time of construction of the Pavilion by 5% (or more) compared to the time provided in these Terms and Conditions: 6 months.
- The technology used makes the building lighter for assembly, disassembly and transportation (in comparison with other proposals).

- The pieces selected for construction are of standard design, making the building more efficient in terms of resource savings (in comparison with other proposals).
- Eighty percent (or more) of the pieces comprised in the building are from recycled materials.
- Eighty percent of the pieces used for construction can be recycled.
- The technologies and systems used make the building more energy-efficient, reaching 95% to 100% energy self-sufficiency.
- The building includes methods such as “wireless eggs” i.e. embedded systems that keep occupants informed of its energy efficiency, particularly measuring the carbon footprint the building could create.

The author will state in the graphics / narrative the intentions conveyed by the proposal. The intentions of an author are personal concepts inherent in the architectural project the author submits.

The maximum score for this item will be 8 points.

**Solely for scoring purposes in the evaluation process:**

- A **VERY HIGH** rating will be given to a proposal that shows outstanding creativity, including 4 (or more) of the 7 parameters listed above. Equivalent to 8 points.
- A **HIGH** rating will be given to a proposal that is creative in nature, including 3 of the 7 parameters listed above. Equivalent to 6 points.
- A **MEDIUM** rating will be given to a proposal that has little creativity, including 2 of the 7 parameters listed above. Equivalent to 3 points.
- A **LOW** rating will be given to a proposal showing no creativity or singularity, proven by the inclusion of only 1 of the 7 parameters listed above. Equivalent to 1 point.

**(ii) Architecture Proposal: (27 points)**

In this section, the following aspects of the proposals will be evaluated:

- **Relation between author's intentions and work:** The proposal shall express, in the best way, the intentions and concepts that the author wishes to convey through its architectural work. Designs that visitors can easily recognise and understand are preferred. The maximum score for this sub-criterion shall be 4 points.

The author will state in the graphics / narrative the intentions conveyed by the proposal. The intentions of an author are personal concepts inherent in the architectural project the author submits.

**Solely for scoring purposes in the evaluation process.**

- A **VERY HIGH** rating will be given to a proposal if the architectural work expresses coherently and accurately the concept chosen by the author and if said concept is recognisable in the work. Coherence between the author's statement and the architectural work ranges from 100% to 90%. 4 points.
- A **HIGH** rating will be given to a proposal if the architectural work partially expresses the concept chosen by the author and if said concept is recognisable.

Coherence between the author's statement and the architectural work ranges from 89% to 60%. 3 points.

- A **MEDIUM** rating will be given to a proposal if the architectural work does not express clearly the concept chosen by the author. Coherence between the author's statement and the architectural work ranges from 59% to 0%. 2 points.
- A **LOW** rating will be given to a proposal if the architectural work does not express the concept chosen by the author, and if said concept is not easily recognisable. Coherence between the author's statement and the architectural work is below 39%. 1 point.

- **Relation between space use/function:** Proposals must show a clear organization of spaces: surrounding areas, accesses, paths, transit zones, support/service areas and uses, as well as public and restricted areas. Proposals must take into consideration the coexistence of dynamic and static areas, and the various activities included in the programme of needs; they must avoid activities that may be incompatible. The maximum score for this sub-criterion shall be 10 points.

**Solely for scoring purposes in the evaluation process.**

- A **VERY HIGH** rating will be given to a proposal if it shows a clear and functional relation among the parts that make up the Pavilion's programme of needs. They must be easily understood by visitors and it must be possible to carry each of them out without incompatibility. A design that does not create physical barriers. 10 points.
- A **HIGH** rating will be given to a proposal if it shows a clear relation among the parts that make up the Pavilion's programme of needs and if it is possible to carry each of them out without incompatibility. A design that does not create physical barriers. 5 points.
- A **MEDIUM** rating will be given to a proposal if it shows a clear relation among the parts that make up the Pavilion's programme of needs, but this relation creates some kind of incompatibility in the development of each of those parts. A design that does not create physical barriers. 3 points.
- A **LOW** rating will be given to a proposal if it does not show a clear relation among the parts that make up the Pavilion's programme of needs, creating physical barriers for people with diminished capacities or who have difficulty understanding the space. This relation creates some kind of incompatibility among the development of each of those parts. In this case, it will be deemed that the proposal fails to comply with the requirements that are necessary to continue being evaluated, and it will be rejected.

- **Surface area ratio:** The proposals must ensure that the Pavilion can be walked through in a normal and fluid way, thus maximising the experience of its visitors. To this end, the proportion of surface areas or volumes assigned to each part of the project's programme of needs must be balanced. The maximum score for this sub-criterion shall be 7 points.

**Solely for scoring purposes in the evaluation process.**

- A **VERY HIGH** rating will be given to a proposal if the ratio of areas for use/exhibition, secondary or annexed areas, and areas for support is close to 60%, 30% and 10% of the surface area or total volume of the work, respectively. Areas for use/exhibition = 60%, secondary or annexed areas = 30% and areas for support = 10%. 7 points.
- A **HIGH** rating will be given to a proposal if the ratio of areas for use/exhibition, secondary or annexed areas, and areas for support is close to 50%, 35% and 15% of the surface area or total volume of the work, respectively.  
Areas for use/exhibition = 50%, secondary or annexed areas = 35% and areas for support = 15%. 5 points.
- A **MEDIUM** rating will be given to a proposal if the ratio of areas for use/exhibition, secondary or annexed areas, and areas for support is close to 40%, 35% and 25% of the surface area or total volume of the work, respectively.  
Areas for use/exhibition = 40%, secondary or annexed areas = 35% and areas for support = 25%. 8 points. 3 points.  
A **LOW** rating will be given to a proposal if the ratio of areas for use/exhibition, secondary or annexed areas, and areas for support is close to 40%, 50% and 10% of the surface area or total volume of the work, respectively. Areas for use/exhibition = 40%, secondary or annexed areas = 50% and areas for support = 10%. 1 point.
- **Sustainability:** This concept, which is linked to efficiency, must be a global aspect in all the decisions involved in the proposal of an architectural work. It will be understood and evaluated as a concept that is present in the first decisions of the project, regarding technology and space, and also in energy conservation during its construction and operation; the reduction of any noxious material that may be caused by its operation, from energy consumption to waste generation, and the reuse of said waste, will be evaluated. The same applies to its dismantling. A design which does not pollute its environment. The maximum score for this sub-criterion shall be 6 points.
  - A **VERY HIGH** rating will be given to a proposal if it maximizes energy conservation during the pavilion's operation and construction, and if it includes 4 or 5 (or more) elements of energy generation and the reuse of waste. 6 points.
  - A **HIGH** rating will be given to a proposal if it establishes efficient systems for energy conservation during the pavilion's operation and construction, and if it includes 3 or 2 elements of energy generation and the reuse of waste. 4 points.
  - A **MEDIUM** rating will be given to a proposal if it establishes barely efficient, or deficient systems, for energy conservation during the pavilion's operation and construction, and if it includes 1 element of energy generation and the reuse of waste. 2 points.
  - A **LOW** rating will be given to a proposal if it does not establish systems for energy conservation during the pavilion's operation and construction, and if it does not include elements of energy generation nor the reuse of waste. In this case, the proposal will be rejected.

**(iii) Exhibition Proposal: (18 points)**

- **Relation between use of space and content display:** The spatial proposal for the Pavilion, the establishment of movement systems and spaces, the way in which visitor flow speeds would be managed, and the establishment of content support areas must promote an active interaction between the visitor and the exhibition, and make it a captivating experience. It must be translated into an environment of dynamic and participatory expression of the main theme and subthemes included in the content proposal: Argentine identity. The maximum score for this sub-criterion shall be 10 points.

**Solely for scoring purposes in the evaluation process.**

- A **VERY HIGH** rating will be given to a proposal when the way in which the exhibition can be walked through allows for a seamless experience, and the exhibition does not necessarily have a beginning and end; instead, visitors can choose what content appeals more to them. 10 points.
- A **HIGH** rating will be given to a proposal when the way in which the exhibition can be walked through allows for a seamless experience, and the exhibition does not necessarily have a beginning and end; it creates an experience with variants and highlighted points of interest. 8 points.
- A **MEDIUM** rating will be given to a proposal when the way in which the exhibition can be walked through allows for a seamless experience, but the exhibition necessarily has a beginning and end; it creates an experience without variants or highlighted points of interest. 4 points.
- A **LOW** rating will be given to a proposal when the way in which the exhibition can be walked through allows for a seamless experience, but the exhibition necessarily has a beginning and end; there is only one way of experiencing each content. 1 point.

- **Adequacy of space and content format:** The areas dedicated to each part of the exhibition must receive different treatments according to the proposed format: Lighting, natural light control, black-out system, directional lighting project. Silent areas isolated from loud areas; areas with a special acoustic conditioning. The maximum score for this sub-criterion shall be 8 points.

**Solely for scoring purposes in the evaluation process.**

- A **VERY HIGH** rating will be given to a proposal if the organisation of the space is congruent with the proposed content formats for each area of the exhibition. The organisation that is solved with the Pavilion's design, without resorting to more than 3 additional elements, is preferred. 8 points.
- A **HIGH** rating will be given to a proposal if the organisation of the space is congruent with the content formats proposed on the programme of needs for each area of the exhibition. The organisation that is solved within the same design of the Pavilion, and uses between 4 and 5 additional elements. 6 points.
- A **MEDIUM** rating will be given to a proposal if the organisation of the space is congruent with the proposed content formats for each area of the exhibition,

but the specific solution needs between 6 and 7 additional elements to be achieved. 3 points.

- A **LOW** rating will be given to a proposal if the organisation of the space is not congruent with the proposed content formats for each area of the exhibition, and it involves more than 7 additional elements to achieve it. 1 point.

#### **(iv) Engineering Proposal: (10 points)**

In this section, the following aspects of the proposals will be evaluated:

- **Relation between reasonableness and adequacy of the technological choice:** The proposal must give a specific technological response and offer a diagram for the proper establishment of the supporting structure, with a reasonable and adequate choice, prioritising resource savings, buildability, assembly and disassembly capacity, and repurposing or possible reassembly. The maximum score for this sub-criterion shall be 4 points.

This sub-criterion shall evaluate the efficiency of the technological choice for the establishment of the structure; said efficiency is linked to reasonableness, which is understood as the accurate dimensional use of the structural pieces, and results from the assessment of its sections, the availability of commercial measures, and the use of similar pieces within the structural project which aim towards standardisation.

**Solely for scoring purposes in the evaluation process.**

- A **VERY HIGH** rating will be given to a proposal if the architectural work's author makes a technological choice and decision that solves, in the most efficient way, the supporting structure and the enclosure and infrastructure system, with highly reasonable resource and time economy. This will be indicated by the use of 80% (or more) of the standardised pieces in the construction of the supporting structure and enclosure of the architectural work. 4 points.
- A **HIGH** rating will be given to a proposal if the architectural work's author makes a technological choice and decision that efficiently solves the supporting structure and the enclosure and infrastructure system, with reasonable resource and time economy. This reasonableness will be indicated by the use of 70% of the standardised pieces in the construction of the supporting structure and enclosure of the architectural work. 3 points.
- A **MEDIUM** rating will be given to a proposal if the architectural work's author makes a technological choice and decision that does not align with the proposed space and that solves the supporting structure and the enclosure and infrastructure system poorly. This reasonableness will be indicated by the use of 50% of the standardised pieces in the construction of the architectural work's supporting structure and enclosure. 2 points.
- A **LOW** rating will be given to a proposal if the architectural work's author does not express a technological decision and does not seem to solve the enclosure and infrastructure system with the supporting structure. 0 points. In this case, the proposal will be rejected.

- **Assembly/disassembly/reassembly capacity:** The technological proposal must prioritise the time/building production ratio. It must prioritise efficient and low

maintenance materials for its physical and thermal features; at the same time, said materials must be highly durable for the Pavilion's assembly, disassembly, transfer and reassembly. The maximum score for this sub-criterion shall be 3 points.

**Solely for scoring purposes in the evaluation process.**

- A **VERY HIGH** rating will be given to a proposal if it prioritises the use of assembly parts in the pavilion that can be reused when reassembled; that is, 80% to 90% of them can be reused. They must minimise any potential waste to 10% of said percentages. An assembling proposal that reduces by 5% the fixed assembling time, which is the time allowed for the construction established herein (6 months). 3 points.
- A **HIGH** rating will be given to a proposal if it prioritises the use of assembly parts in the pavilion that can be reused when reassembled; that is, 60% to 79% of them can be reused. They must minimise any potential waste to 10% of said percentages. An assembling proposal that meets the deadline, which is the time allowed for the construction established herein (6 months). 2 points.
- A **MEDIUM** rating will be given to a proposal if it prioritises the use of assembly parts in the pavilion that can be reused when reassembled; that is, 40% to 59% of them can be reused. They must minimise any potential waste to 15% of said percentages. An assembling proposal that meets the deadline, which is the time allowed for the construction established herein (6 months). 1 point.
- A **LOW** rating will be given to a proposal if it prioritises the use of assembly parts in the pavilion that can be reused; in this case, less than 30% of them can be reused. An assembling proposal in which there are critical issues for which the deadline may not be met; said deadline is the time allowed for the construction established herein (6 months). 0 points. In this case, the proposal shall be rejected.

- **Relation between the building's design and efficiency:** The design must ensure the wellbeing of the visitors of the Argentine Pavilion; it must be a sustainable and efficient design that saves resources, prioritising passive building amenities instead of active ones. This efficiency concept must be a global aspect in all the decisions involved in the proposal of an architectural work. Proposals of architectural design and comfortable infrastructure which use passive technologies that maximise production, energy renewal, and waste repurposing will be preferred. The relevance among the technological decision, the use of space, and the architectural work's language shall be assessed: Tectonics. The maximum score for this sub-criterion shall be 6 points.

**Solely for scoring purposes in the evaluation process.**

- A **VERY HIGH** rating will be given to a proposal if 80% to 100% of it relies on nonmechanical air conditioning and comfort features. These percentages are measured via a heat balance of energy loss/gain. 6 points.
- A **HIGH** rating will be given to a proposal if 60% to 79% of it relies on nonmechanical air conditioning and comfort features. These percentages are measured on a heat balance of energy loss/gain. 4 points.

- A **MEDIUM** rating will be given to a proposal if 40% to 59% of it relies on nonmechanical air conditioning and comfort features. These percentages are measured on a heat balance of energy loss/gain. 2 points.
- A **LOW** rating will be given to a proposal if 39% or less of it relies on nonmechanical air conditioning and comfort features. These percentages are measured on a heat balance of energy loss/gain. 1 point.

**(v) Technological format: (11 points maximum)**

Architecturally, proposals must offer an attractive and captivating experience and exhibition proposal. Proposals must take into consideration the contents' technological formats.

In this section, proposals regarding the following aspects will be evaluated:

- **Level of attraction for visitors:** The author must offer an exhibition proposal that can give visitors an attractive and captivating experience. The maximum score for this sub-criterion shall be 4 points.

**Solely for scoring purposes in the evaluation process.**

- A **VERY HIGH** rating will be given to a proposal if it offers a seamless, comprehensive and dynamic experience, which encourages visitors to discover the contents freely and without interruptions (they may stop at any content of their choice) inside the Pavilion. 4 points.
  - A **HIGH** rating will be given to a proposal if it offers an experience which encourages visitors to discover the contents without interruptions (but they are not able to stop at any content of their choice) inside the Pavilion. 2 points.
  - A **MEDIUM** rating will be given to a proposal if it offers an interrupted (not seamless) experience for visitors regarding the content displayed inside the pavilion. 1 point.
  - A **LOW** rating will be given to a proposal if it does not offer a dynamic experience for visitors towards the content displayed inside the pavilion; instead, the content is segmented and interrupted. 0 points.
- **Interactivity of visitors with the formats:** In the proposals, the layout of the experiences contained in the content plan and the technological formats applied in those experiences shall be assessed. The maximum score for this sub-criterion shall be 7 points.

**Solely for scoring purposes in the evaluation process.**

- A **VERY HIGH** rating will be given to a proposal if it uses attractive and appealing formats, suggesting using them in an innovative and creative way, and this awakens visitors' curiosity. 7 points.
- A **HIGH** rating will be given to a proposal if it uses attractive and appealing formats which promote visitors' engagement. 5 points.
- A **MEDIUM** rating will be given to a proposal if it is not very inviting, if it uses means and formats which are not very appealing or attractive and barely promote visitors' engagement. 3 points.



- A **LOW** rating will be given to a proposal if it is not very inviting, if it uses means and formats which are not very appealing or attractive and do not promote visitors' engagement in the slightest; thus, visitors are merely viewers without an active role. 1 point.

**(vi) Construction process: (12 points)**

In this section, the following aspects of the proposals will be evaluated:

- **Streamlining of the construction process:** The author must state which works will be done in advance ("in plant"), which parts will be manufactured in advance or already exist in the market, and which works will be done on site. The author must establish a construction process plan for assembly and disassembly. The maximum score for this sub-criterion shall be 7 points.

**Solely for scoring purposes in the evaluation process.**

- A **VERY HIGH** rating will be given to a proposal if it prioritises the use of parts that are manufactured in advance (or parts made "in plant"), thus reducing tasks to be performed on site, which only pertain to the assembly of those parts, by joining elements used for assembly and disassembly. This ratio would be 80% previously manufactured parts to 20% on-site works, approximately. 7 points.
- A **HIGH** rating will be given to a proposal if it prioritises the use of parts that are manufactured in advance (or parts made "in plant"), thus reducing tasks to be performed on site, which only pertain to the assembly of those parts, by joining elements used for assembly and disassembly. This ratio would be 70% previously manufactured parts to 30% on-site works, approximately. 5 points.
- A **MEDIUM** rating will be given to a proposal if it prioritises the use of parts that are manufactured in advance (or parts made "in plant"), thus reducing tasks to be performed on site, which only pertain to the assembly of those parts, by joining elements used for assembly and disassembly. This ratio would be 50% previously manufactured parts to 50% on-site works, approximately. 3 points.
- A **LOW** rating will be given to a proposal if it uses parts that are manufactured in advance (or "in plant"), but the technology applied makes it necessary to perform a great quantity of tasks on site. This ratio would be 40% previously manufactured parts to 60% on-site works, approximately. 1 point.

- **Work production plan:** The author must develop a plan for assembly, disassembly, and reassembly, and the time scheduled for each of those tasks. The author must decide which mechanical means to use and when to apply manual assembling works. There must be a balance between work production and construction time. The maximum score for this sub-criterion shall be 5 points.

**Solely for scoring purposes in the evaluation process.**

- A **VERY HIGH** rating will be given to a proposal if it reduces by 5% the assembling time fixed herein and suggests a plan with overlapping tasks which does not seem to have critical issues that may slow down the construction work considerably. 5 points.

- A **HIGH** rating will be given to a proposal if it meets the deadline for the assembling time fixed herein and suggests a plan with overlapping tasks which does not seem to have critical issues that may slow down the construction work considerably. 3 points.
- A **MEDIUM** rating will be given to a proposal if it meets the deadline for the assembling time fixed herein, but, because of the overlapping of tasks, seems to have critical issues that may slow down the construction work considerably. 2 points.
- A **LOW** rating will be given to a proposal if it does not meet the deadline for the assembling time fixed herein. 1 point.

**(vii) Maintenance proposal: (6 points)**

In this section, the following aspects of the proposals will be evaluated:

- **Preventive proposal:** The author must submit a technical brief of preventive and maintenance measures and the frequency with which they will be performed. The proposal will be assessed on the full architectural design, design of the parts, infrastructure design, application of technology and materials that minimise and/or slow down deterioration, whether it is natural or caused by wear and tear. The application of preventive measures to avoid frequent and unsustainable maintenance works. The maximum score for this sub-criterion shall be 3 points.

**Solely for scoring purposes in the evaluation process.**

- A **GOOD** rating will be given to a proposal if the technological choice made by the author involves low maintenance materials and suggests methods of deterioration delay and conservation of materials that are suitable for the technology chosen by the author. 3 points.
- A **SATISFACTORY** rating will be given to a proposal if the author suggests methods of deterioration delay and conservation of materials that are suitable for the technology chosen by the author. 1 point.
- An **UNSATISFACTORY** rating will be given to a proposal if the author suggests of deterioration delay and conservation of materials that are not suitable for the technology chosen by the author. An unsatisfactory rating will also be given if the technology applied favours the use of materials that are highly degradable. 0 points. In this case, it will be deemed that the proposal fails to comply with the requirements that are necessary to continue being evaluated and it will be rejected.

- **Maintenance/frequency plan:** The maintenance and frequency requirement plan shall be a percentage ratio expressed as days of maintenance in relation to the total operating days of the Pavilion during Expo Dubai 2020.

**Solely for scoring purposes in the evaluation process.**

- A **GOOD** rating will be given to a proposal if the technological choice made by the author involves low maintenance materials which need to be maintained with a low frequency (almost never). This means 20% (or less) of days used for maintenance in relation to the total operating days of the pavilion. 3 points.

- A **SATISFACTORY** rating will be given to a proposal if the technological choice made by the author involves low maintenance materials which need to be maintained with a reasonable frequency. This means 30% of days of maintenance in relation to the total operating days of the pavilion. 1 point.
- An **UNSATISFACTORY** rating will be given to a proposal if the technological choice made by the author involves high maintenance materials or materials that are highly degradable and thus need to be maintained frequently. This means 40% of days of maintenance in relation to the total operating days of the pavilion. 0 points. In this case, it will be deemed that the proposal fails to comply with the requirements that are necessary to continue being evaluated and it will be rejected.

Proposals that do not achieve a technical score (TC) of at least 70 percentage points in the technical evaluation shall be rejected, whereas those that exceed said number shall pass the technical evaluation and shall move to the second stage on the evaluation process.

**Summary Table of Assessment Criteria for Preliminary Projects:**

			Evaluation								Total Criteria Assessment
	Criteria	Criteria Items	Very High		High		Medium		Low		Aggregate
(i)	Conceptual Idea	Originality		8		6		3		0	
		Creativity		8		6		3		1	
(ii)	Architecture Proposal	Relation between author's intentions and work		4		3		2		1	
		Relation between space use/function		10		5		3		1	
		Surface area ratio		7		5		3		1	
		Sustainability		6		4		2		1	
(iii)	Exhibition Proposal	Relation between use of space and content display		10		8		4		1	
		Adequacy of space and content format		8		6		3		1	
(iv)	Engineering Proposal	Relation bet. reasonableness & adequacy of the tech. choice		3		2		1		1	
		Assembly/disassembly/reassembly capacity		3		2		1		0	
		Relation between the building's design and efficiency		4		3		2		1	
(v)	Technological Format	Level of attraction for visitors		4		2		1		0	
		Interactivity of visitors with the formats		7		5		3		1	
(vi)	Construction Process	Streamlining of the construction process		7		5		3		1	
		Work production plan		5		3		2		1	
			GOOD		SATISFACTORY		UNSATISFACTORY				
(vii)	Maintenance Proposal	Preventive proposal		3			1			0	
		Maintenance/frequency plan		3			1			0	
	Total points 7 Criteria										

## APPENDIX C - ASSESSMENT OF COMMERCIAL BID AND COMBINED EVALUATION

### Assessment of commercial bids

During the second stage, the commercial bids of all bidders that have achieved the minimum score of 70 percentage points at the technical evaluation will be compared.

The assessment of commercial bids will be carried out as outlined in this appendix, and an economic score (Se) of 100 points will be awarded to the most inexpensive commercial bid (Em); the remaining offers will be awarded the corresponding score, according to the following formula:

The formula applied to get economic scores (Se) is the following:

$$Se = 100 * Em / E, \text{ where:}$$

**Se** is the economic score,

**Em** is the price of the most inexpensive bid, and

**E** is the price of the bid being assessed.

The "lowest" bid will be the one which substantially complies with the bidding documents and, after the offers have been compared, proves to have the lowest cost/price, thus having the highest economic score.

### Combined evaluation: quality and cost

Bids that have passed the technical evaluation will be classified according to their technical (St) and economic scores (Se) combined, by using the assessments (T = assessment awarded to the technical proposal; P = assessment awarded to the commercial bid; T + P = 1) shown below:

$$S = St * T + Se * P$$

For the combined evaluation, the assessments awarded to the technical and commercial proposals are the following:

$$\text{Technical (T) = 0.7}$$

$$\text{Commercial (P) = 0.3}$$

The company that obtains the highest combined score shall be the first one in terms of merit, followed by the other ones in descending order.

## ANNEX II - GENERAL AND SPECIFIC CONTRACT TERMS AND CONDITIONS

### Sample contract

The Federal System of Public Media and Content, Presidency of the Cabinet of Ministers, Argentine Government, as part of the UNDP ARG 19006 Project of the United Nations Development Programme (UNDP)

-----  
CONTRACT BETWEEN:

UNDP ARG 19006 PROJECT

CONTRACTOR:

-----  
The undersigned, authorised representatives of the Parties, hereby accept the following terms and conditions and all of the attached documents mentioned in the Specific Terms and Conditions.

SIGNATURE:

SIGNATURE:

NAME:

NAME:

TITLE: National Project Director  
or the party appointed by them

TITLE:

DATE:

DATE:

-----  
Effective date:

Completion date:

## **APPENDIX A - GENERAL TERMS AND CONDITIONS**

### **1. ACCEPTANCE OF PURCHASE ORDER (Contract)**

This Purchase Order shall only be accepted upon receipt of a copy signed by the Supplier or upon the timely delivery of the purchased goods, pursuant to the terms and conditions contained herein. Acceptance of this Purchase Order constitutes a Contract between the parties, whose rights and obligations are subject to the terms and conditions contained in this Purchase Order and in the General Terms and Conditions established herein. No other additional provision proposed by the Supplier shall be binding upon the Implementation Partner, except as specifically provided in writing by an Implementation Partner's authorised officer.

### **2. PAYMENT**

2.1.1 The Implementation Partner, in compliance with the delivery conditions and unless otherwise specified in this Purchase Order, shall pay the Supplier within 30 days as of receipt of the invoice and the copy of the delivery documents mentioned in this Purchase Order.

2.1.2 Payment shall be made according to said invoice and with no discount, as per the payment conditions in this Purchase Order, provided that the payment is made within the term set forth in the terms and conditions of payment.

2.1.3 Unless authorised in writing by the Implementation Partner, the Supplier shall issue only one invoice in relation to this Purchase Order, which shall contain the identification number of said Order.

2.1.4 The price mentioned herein may only be increased upon written agreement with the Implementation Partner.

### **3. TAX EXEMPTION**

This Purchase Order is funded by the United Nations Development Programme (UNDP), a subsidiary organ of the United Nations. Section 7 of the Convention on the Privileges and Immunities of the United Nations sets forth, among other things, that the United Nations and its subsidiary organs are exempt from all direct taxes, except for taxes for public utility services, and from customs duties and similar charges on imports and exports of articles for its official use. In the event that the governmental authority refuses to acknowledge the exemption from taxes, duties, or other charges of the UNDP, the Supplier shall immediately contact the Implementation Partner in order to agree on a course of action that is reasonable for both parties.

Therefore, the Supplier authorises the Implementation Partner to withhold any amounts regarding said taxes, duties, or charges from the invoice issued by Supplier, unless the Supplier has previously asked the Implementation Partner and the Implementation Partner has authorised the Supplier to pay those taxes, duties, or charges under protest. In this case, the Supplier shall submit to the Implementation

Partner written evidence that the payment of said taxes, duties, or charges has been duly done and authorised.

#### **4. RISK OF LOSS**

Risk of loss, damage or destruction of the goods shall be dealt with pursuant to INCOTERM DDU 2000, unless otherwise agreed to by the Parties in this Purchase Order.

#### **5. EXPORT LICENCE**

Notwithstanding INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain all export licences required for the purchased goods.

#### **6. CONDITION OF THE GOODS/PACKAGING**

The Supplier represents that the goods, including their packaging, comply with the requirements of this Purchase Order and shall fulfil the purpose for which they have been designed and the purposes that the Implementation Partner has specified to the Supplier; therefore, they are free from any defect in workmanship and materials. Likewise, the Supplier states that the goods have been properly packaged and shipped.

#### **7. INSPECTION**

7.1. The Implementation Partner shall be allowed a reasonable period of time, upon delivery of the goods, to inspect and reject them if they do not comply with the conditions of the Purchase Order. Payment of the goods, which is established in this Purchase Order, shall not constitute acceptance of said goods.

7.2. Inspection prior to delivery does not release the Supplier from its contractual obligations.

#### **8. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

The Supplier represents that the use or supply by the Implementation Partner of the goods purchased through this Purchase Order do not infringe any patent, design, name, or trademark. Moreover, in compliance with this guarantee, the Supplier may indemnify, defend and hold the Implementation Partner harmless from any claim or action filed against it regarding an alleged patent, design, name, or trademark infringement arising from the goods purchased through this Purchase Order.

#### **9. RIGHTS OF THE IMPLEMENTATION PARTNER**

Should the Supplier fail to fulfil its obligations set forth in the terms and conditions of this Purchase Order, including, but not limited to, obtaining the necessary export licences or delivering the goods, in whole or in part, on or before the fixed delivery



date, then the Implementation Partner may exercise one or more of the following rights, prior notice to the Supplier and without limiting its other rights and remedies:

- a) Purchasing all or part of the goods from other suppliers, in which case the Implementation Partner shall understand that the Supplier is liable for any additional costs arising therefrom.
- b) Rejecting delivery of all or part of the goods.
- c) Cancelling this Purchase Order, in which case the Implementation Partner shall be exempt from any cancellation fee or any other obligation.

#### **10. LATE DELIVERY**

Without prejudice to the Parties' rights and liabilities, in the event that the Supplier is not able to deliver the goods on or before the date set in this Purchase Order, it shall (i) immediately contact the Implementation Partner in order to agree on the fastest way to deliver the goods, and (ii) deliver the goods through a fast means whose costs will be borne by the Supplier (unless the delay is due to force majeure), if requested by the Implementation Partner.

#### **11. TRANSFER AND INSOLVENCY**

11.1 Unless otherwise authorised in writing by the Implementation Partner, the Supplier shall not assign, transfer, promise to give, or otherwise dispose of this Purchase Order, in whole or in part, or of the rights and obligations of the Supplier set forth herein.

11.2 Should the Supplier become insolvent or experience a change in control due to insolvency proceedings, the Implementation Partner may, without detriment to other rights or agreements, cancel this Purchase Order immediately, with prior written notice of said cancellation to Supplier.

#### **12. USE OF NAME OR SYMBOLS BELONGING TO THE IMPLEMENTATION PARTNER, UNDP, OR THE UNITED NATIONS**

The Supplier shall never use the name, emblem, or official seal of the Implementation Partner, UNDP, or the United Nations.

#### **13. ADVERTISING BAN**

The Supplier shall not advertise or publicly state in any way that it has provided goods or services to the Implementation Partner without specific prior consent for each disclosure.

#### **14. CHILD LABOUR**

The Supplier hereby states that neither it nor any of its subsidiary companies take part in any activity that violates the rights set forth in the Convention on the Rights of the

Child, including Article 32 of said convention, which recognises the right of the child to be protected from any kind of hazardous work, or work that interferes with their education, that is harmful to their health or physical, mental, spiritual, moral or social development.

Failure to comply with this provision shall constitute sufficient grounds for the Implementation Partner to cancel this Purchase Order immediately, with prior notification to the Supplier; in such a case, the Implementation Partner shall be exempt from the payment of any charge, or any other liability, due to said cancellation.

## **15. MINES**

The Supplier represents and asserts that neither it nor any of its subsidiary companies take part, actively or directly, in activities related to the development or registration of patents on, or the development, assembling, production, trading, or manufacture of mines, or in activities associated with the main components used in the manufacture of mines. The term "mine" means the devices defined in Article 2, paragraphs 1, 4, and 5 of Protocol II annexed to the Convention on Prohibitions or Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Failure to comply with this provision shall constitute sufficient grounds for the Implementation Partner to cancel this Purchase Order immediately, with prior notification to the Supplier; in such a case, the Implementation Partner shall be exempt from the payment of any charge, or any other liability, due to said cancellation.

## **16. DISPUTE RESOLUTION**

### **16.1 Amicable settlement**

The Parties shall use their best efforts to amicably settle any dispute or disagreement arising in relation to this Purchase Order or its breach, cancellation, or loss of legal force. Should the Parties wish to reach an amicable settlement by way of an arbitration, this shall be done in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, or as agreed to by the Parties.

### **16.2 Arbitration**

In the event that any kind of dispute or disagreement arises between the Parties from or in relation to this Purchase Order, or its breach, cancellation or loss of legal force, and is not settled amicably pursuant to the previous paragraph in this Section within sixty (60) days after one of the Parties receives the request by the other Party to settle the matter amicably, said dispute or disagreement may be referred to arbitration by any of the Parties in accordance with the relevant Arbitration Rules of the United Nations Commission on International Trade Law, including its provisions as per the law in force. The arbitration tribunal shall have no authority to award punitive damages. The arbitration tribunal's decision as a result of arbitration shall be binding on the Parties and shall constitute the final resolution of the dispute or disagreement.

## **17. PRIVILEGES AND IMMUNITIES OF THE UNDP OR THE UNITED NATIONS**

Nothing in the general terms and conditions of this Purchase Order shall constitute an exemption from any of the privileges and immunities of the United Nations or its subsidiary organs.

## **18. SEXUAL EXPLOITATION:**

18.1 The Contractor shall take all necessary steps to prevent sexual exploitation or abuse inflicted by itself, its employees or any person connected to it in the development of the services established in the Contract. To that end, engaging in sexual activity with someone under eighteen years old, regardless of the provisions of local laws on consent, shall constitute sexual exploitation and abuse towards that person. Likewise, the Contractor shall refrain from, and take appropriate measures to ensure that its employees and other related people also refrain from, offering money, goods, services, job offers or items of value in exchange for sexual favours or activities; they shall also refrain from participating in sexual activities that result in the exploitation or degradation of someone else. The Contractor acknowledges and agrees that these provisions are a basic condition in the Contract and that failure to comply with them shall constitute sufficient grounds for the Implementation Partner to terminate this Contract immediately, with prior notification to the Contractor; in such a case, the Implementation Partner shall be exempt from the payment of any charge, or any other liability, due to said cancellation.

18.2 The Implementation Partner shall not apply the above provision regarding age to cases in which the Contractor, its employees or any other person connected to the provision of services in relation to this Contract is married to the person who is under eighteen years old and with whom they have engaged in sexual activity, and whose marriage is legal under the law of the country in which the contractor, its employees or any other person connected to the provision of services in relation to this Contract is a citizen.

## **19. PROHIBITION ON BENEFITS TO OFFICERS**

The Contractor states that no officer of the Implementation Partner, the UNDP or the United Nations has received or will be offered any direct or indirect benefit on account of the Contractor's having been awarded this Contract. The Contractor agrees that failure to comply with this provision is a violation of a basic condition of this Contract.

## **20. AMENDMENTS**

No change or amendment to this Contract shall be valid and enforceable to the Implementation Partner, unless it is an amendment signed by the Contractor and the Implementation Partner.

## **APPENDIX B - SPECIFIC TERMS AND CONDITIONS**

### ***Clause One – Background***

This Contract is entered into with .....; therefore, it shall be subject to the provisions of the Agreement signed by the Argentine Government and the United Nations Development Programme, approved by Act No. 23,396, and to the Document of the UNDP ARG 19006 Project, excluding any other regulation.

The objective of the UNDP ARG 19006 Project is to support Argentine participation in the Expo, where several expressions of Argentine production, science and culture will be exhibited.

The Contractor is bound to comply with the Convention relating to International Exhibitions signed in Paris on 22 November 1928, as amended and supplemented; with the General and Special Regulations of the Exhibition; with the pertinent legislation of the United Arab Emirates; and with the supplementary guidelines and instructions issued by the Expo Organiser, which shall be subject to the General and Specific Regulations.

### ***Clause Two – Request for Proposals***

The call for bids was made in accordance with the pertinent Terms and Conditions, which are an integral part of this Contract for all legal purposes, together with the bid submitted by ..... and the bid clarifications. Any reference made to this Contract shall include the Terms and Conditions, Clarifications, Circulars and Provisions, the bid submitted by... with its clarifications, and the operational procedures set forth by the UNDP ARG 19006 Project.

### ***Clause Three – Award***

The Supplier, XXX, became the awardee through Provision No. .... dated ..... of ..... of 201\_, issued by the UNDP ARG 19006 Project for the *Turnkey Acquisition of Argentine Pavilion at “Expo 2020 Dubai: Connecting Minds, Creating The Future”, United Arab Emirates* under the terms and conditions set forth herein.

The performance of this Contract shall begin within 14 calendar days as of the signature of this Contract. Hereinafter, any reference to days shall be interpreted as calendar days, unless otherwise clarified or provided in the Terms and Conditions or in this Contract.

### ***Clause Four – Performance and Payment for Delivery of the Goods and Provision of Related Services***

During the performance of the Contract, (*whoever becomes the awardee*) shall be bound by the Terms and Conditions and comply with all the provisions set forth therein; likewise, they shall comply with the operational and administrative

procedures or the procedures established by the UNDP ARG 19006 Project, and the technical specifications included in the corresponding proposal.

The total price of the Contract is SIX MILLION ONE HUNDRED AND NINETY-TWO THOUSAND FOUR HUNDRED AND TWENTY-EIGHT AMERICAN DOLLARS (USD 6,192,428).

The above mentioned amount is the total price of the contract understood as a lump sum that includes all direct and indirect costs incurred by the contractor in order to provide the goods and/or carry out the related works and services required for the full performance of the contractual obligation by itself or through its subcontractors, including, but not limited to, taxes, charges, duties, encumbrances and/or any other pertinent direct or indirect cost, incurred in the country or abroad, also including the transfer of the pavilion to Argentina.

The milestones and percentages of payment shall be the following:

FIFTEEN PERCENT (15%) after the approval of the Concept Design by the Expo 2020 Organisers.

FIFTEEN PERCENT (15%) upon signature of the Certificate of Commencement of Works. **For said signature, it is required that the contractor submits the insurance mentioned in Clause Six of Appendix B of the Specific Terms and Conditions of the Contract, and that the project has the approval of the Expo 2020 authorities.**

TWENTY PERCENT (20%) upon the first third of the work period and depending on the progress, **once the tasks planned in the schedule approved for the first third of the work are fulfilled, at the inspector's discretion.**

TWENTY PERCENT (20%) upon the second third of the work period and also depending on the work's progress, **once the tasks planned in the schedule approved for the second third of the work are fulfilled, at the inspector's discretion.**

TWENTY PERCENT (20%) upon Preliminary Receipt of the work, after having verified the correct functioning, operation, and logistics prior to the start of EXPO 2020, and after the contractor has submitted reliable documentation evidencing the payment of fees for the project's architects, according to what was established in the bid and validated by the competent professionals both in the project and in the building and disassembly.

FIVE PERCENT (5%) upon Final Receipt of the work, after the Pavilion has been disassembled and upon the final acceptance of the EXPO 2020 Organiser.

FIVE PERCENT (5%) after unloading the container with the pavilion's items in the port terminal of the metropolitan area of Buenos Aires City, and after delivery of the relevant customs documentation, as well any other document necessary for the UNDP ARG 19006 Project to carry out the subsequent import.

Payments shall be made within thirty (30) days after the respective certificate of each stage has been issued.

All payments shall be made to the Contractor, subject to the certificates of conformity issued by the Contracting Agency showing that the goods have been delivered, or the required services and works have been rendered successfully.

#### **A. Requirements for payment releases**

All payments shall be released upon written approval (certificate of acceptance/receipt report/certificate) issued by UNDP ARG 19006 Project evidencing the successful performance of the aforementioned milestones and the receipt of the invoice in due form.

The documentation for the payment shall be the one detailed below:

- a) Supplier's invoice, which shall include the Procurement Agency, contract number, and the description, quantity, unit price and total amount of the goods and/or services. The original invoices shall be signed, and the company's stamp or seal shall be affixed. If applicable, the part of the price that corresponds to VAT shall be shown separately on the invoices for the contract payments, as per General Order No. 3349/91 of the Dirección General Impositiva (Argentine Tax Authority).
- b) Invoices shall be issued to UNDP ARG 19006 Project.
- c) Milestone performance reports approved by the UNDP ARG 19006 Project.
- d) For goods, an original version of the guarantee certificate from the manufacturer or the Supplier that covers all the delivered elements.

All payments shall be made within thirty (30) days after the invoice has been accepted and the respective approvals have been granted. Requests made by the UNDP ARG 19006 Project to the Contractor to clarify and/or correct reports or defects interrupt the terms fixed herein until those clarifications and corrections are made.

#### **B. Taxes and Duties**

The Contractor shall be the sole responsible (even for its subcontracts and/or personnel) for the payment of all taxes and encumbrances that may have been established by municipal, provincial, national or foreign authorities and that are related to the Contract, all of which are included in the price.

#### ***Clause Five – General Contractor Obligations Progress report***

1. The general obligations of the Contractor are the following:

- a. The Contractor shall design, carry out and finish the works in accordance with the Contract and the Inspector's instructions, and Contractor shall repair any defect in the works or replace any good that does not meet the requirements.
- b. The Contractor shall provide the equipment and documents specified in the Contract, as well as all of Contractor's personnel, consumable goods, and other goods and services, whether permanent or temporary, and necessary for and related to the design, the performance and the completion of the works and repairs of its defects.
- c. The Contractor shall see that all operations and construction methods in the workplace are adequate, stable and safe, and it shall comply with all the applicable laws of the place where the works are performed.

- d. Moreover, the Contractor shall provide the UNDP ARG 19006 Project with the information about the arrangements and methods that it suggests should be used for the performance of the works. Said arrangements and methods shall not be modified without prior notification served to the Inspector.
- e. Once the works are finished, the Contractor shall be responsible for the works fitness for the purpose for which they were intended.
- f. It shall answer for the quality and efficiency of the goods and services provided and/or installed.
- g. It shall make the works available in the place specified by the person in charge of the Contract's supervision or inspection in accordance with the agreed upon terms and conditions.
- h. It must address the requirements made by the Inspector in relation thereto, which point towards the proper performance of the work.
- i. It must provide written reports, from time to time, on the difficulties that affect the work.
- j. It must submit any report that may be required.
- k. It must refrain from using the name, emblem or official seal that belong to the UNDP or the UNDP ARG 19006 Project, or the Federal System of Public Media and Content, or the Argentine Government for advertisement purposes or any other purpose.
- l. It must keep the confidentiality of any information disclosed to it under this contract.
- m. Other obligations inherent to the development of the subject matter of this Contract.

## 2. Progress Report.

The Contractor binds itself to report to the UNDP ARG 19006 Project on the progress of the works, and it shall abide by the instructions given by the UNDP ARG 19006 Project to achieve the proposed objectives in the best way.

Every Monday, the Contractor shall submit a report on the percentage of completion of the milestones set in the schedule. This report shall include the scheduled commencement and completion dates, and both the scheduled and actual percentage of completion.

## ***Clause Six – Insurance***

The Contractor shall obtain all kinds of insurance required by the law of the place where the contract is carried out and by the Expo 2020 organisers.

Said insurance must be in effect from the commencement of the erection works and the completion of the disassembly works, when applicable, and shall name the Argentine Government as co-owner and/or beneficiary, as the case may be.

Notwithstanding the foregoing, the Contractor shall obtain and submit to the Contracting Agency the following insurance policies, as provided in the Insurance Guide, included in Digital Appendix 1.

1. Construction All Risk Insurance. Said insurance shall cover 100% of the price of the Contract and shall name the UNDP ARG 19006 Project and the Argentine Government as co-owner and/or beneficiary.
2. Workmen's compensation insurance.
3. Third-party liability insurance.
4. Motor third-party liability insurance.
5. Employee medical and health insurance.
6. Transport and goods insurance.
7. Liability insurance.
8. Construction and assembly insurance.
9. Property insurance.
10. Products and completed operations public insurance.

The Contractor shall comply with all the guidelines set forth in the Insurance Guide, included in Digital Appendix 1.

All the aforementioned insurance plans are minimal and shall be purchased by the supplier before works begin; said plans shall be in effect until the end of the contract.

The minimum coverage amounts can be found in the Insurance Guide of Digital Appendix 1.

All of supplier's employees shall be duly covered by insurance and, in the event that they are subcontracted, they shall verify that the insurance is valid.

Likewise, they shall purchase the following insurance plans:

Inspection: The Contractor shall purchase personal insurance to protect the personnel in charge of the Inspection. One (1) Inspector, at least, and not more than two (2) Inspectors, covered for an indemnifiable amount of USD 100,000 per person and per occurrence.

Fire: Partial or total destruction of buildings, facilities and equipment used for the service, covered for an amount not larger than the total price of this contract.

The policy shall be endorsed in favour of UNDP ARG 19006 Project and the Argentine Government.

Upon Preliminary Receipt, the risk shall be changed to completed and/or authorised work, and the Contractor shall submit the following additional insurance plans:

1. Robbery and theft: It shall cover all facilities and objects used for the service, as well as the materials which shall be provided; therefore, the insured amount shall cover said materials, facilities, and objects.
2. Contractor civil liability insurance with operational all-risk or similar risks coverage: The Contractor shall obtain civil liability insurance to cover all risks, losses or injuries caused to third parties, or any person or property, on account of



this Contract. It shall include the Argentine Government as co-holder and/or beneficiary. The amount covered by civil liability insurance shall be USD 100,000 per occurrence.

### ***Clause Seven – Penalties***

In the event that the Supplier fails to perform the implementation phase by the agreed term, UNDP ARG 19006 Project may apply the penalties contained in this clause, in accordance with the severity of the breach or noncompliance committed by the Supplier:

#### **1. Liquidated damages:**

Should the Supplier fail to perform the pavilion's implementation phase by the agreed term and under the agreed conditions, regardless of the other remedies that the Procurement Agency has in relation to this Contract, UNDP ARG 19006 Project may deduct from the Contract price, as liquidated damages, an amount equal to 0.5% of the Contract's total price per day, for each day of delay, up to 10% of the Contract's total price.

If they exceed that amount, the breach shall be considered to be a total breach and, in that case, the Procurement Agency may terminate the Contract and impose a penalty on the Contractor, as compensation for damages, for one hundred percent (100%) of the Contract total price.

Compensation for damages shall be imposed regardless of any discount applied on the Contract's price on account of unperformed services.

#### **2. Fines**

##### **a) Noncompliance with Service Orders:**

Should the Inspector's Service Orders not be complied with, in whole or in part, a daily penalty shall apply after 24 hours of the order being given; said penalty shall be equal to 1/5,000 of the Contract's total amount.

##### **b) Breach of partial and final terms:**

A daily penalty equal to 1/1000 of the Contract amount, including any extension, shall be imposed for each day of delay regarding partial terms.

##### **c) Breach of technical support and maintenance or warranty service:**

For any delay in the terms fixed herein on the technical specifications regarding compliance with technical support and maintenance and warranty services, as appropriate, a penalty equal to ONE PERCENT (1%) of the total value of the pertinent service shall be imposed for each day of delay.

The enforcement of warranties or the actions taken in order to collect said penalties shall be valid regardless of the penalties that may be imposed or the actions that may be taken to obtain full compensation for the damages caused by said delay.

All of those penalties shall not exceed 10% of the total price of the Contract.

### 3. Expo Organiser's rejection of the design

The UNDP ARG 19006 Project may terminate the contract, the Contractor being at fault, in the case that any of the following events occur due to delays attributable to the Contractor for lack of due diligence, violation of applicable rules or best practices prevailing in the place of construction, and/or guidelines established in this Contract or its technical annexes, or any other reason or cause attributable to the Contractor:

- a) the Expo Organiser rejects the design of the Pavilion;
- b) submission to the Expo Organiser is made after the deadline specified in the Contract, to the extent that its delay causes the rejection of the design or hinders the completion of the works within the estimated terms;
- c) the observations made by the Project and/or Expo Organiser are not rectified in a timely manner, or any other cause attributable to the Contractor, to the extent that its delay, act, or omission leads to the rejection of the Pavilion's design by the Expo's Organiser or hinders the completion of the works within the estimated terms.

In that case, the Contractor shall not have the right to collect any part of the Contract price, and the UNDP ARG 19006 Project shall impose a penalty on the Contractor, as compensation for damages, for one hundred percent (100%) of the Contract's total price.

### 4. Other breaches

In the event of breach of aspects that, at UNDP ARG 19006 Project's discretion, do not hinder the public opening of the Pavilion because they are not substantial, e.g., the delivery of lower quality goods, a penalty shall be imposed on the Contractor, as compensation for damages, for 0.1% of the Contract total price per day, for each day of delay in its compliance, until Contractor rectifies its breach or omission.

For this kind of breaches, the maximum amount of all the compensations for damages shall not exceed 10% of the Contract's total price, notwithstanding UNDP ARG 19006 Project's right to apply discounts on the Contract's price on account of unperformed services or undelivered goods, or to adjust said price in accordance with the lower quality of the goods or services.

## ***Clause Eight – Contract Bond***

With the aim of guaranteeing the timely compliance with the obligations assumed herein, the Contractor hereby submits a Contract Bond.

This bond shall be governed by the following provisions:

1. The Contract Bond shall be issued for an amount equal to ten percent (10%) of the Contract total amount.

2. The Contract Bond shall be issued as precondition for the execution of this Contract in any of the ways set forth in section 26.2 of the Instructions to Bidders.
3. It shall remain valid until the Contractor's obligations are fully discharged in relation to this Contract.
4. Said bond shall be issued expressly for this Contract.
5. At any time, upon Contractor's breach, the UNDP ARG 19006 Project may adjust the amount of the Bond so as to ensure that the obligations omitted by the Contractor can be fulfilled and to collect the compensation for damages. In the event that UNDP ARG 19006 Project adjusts the Bond, in whole or in part, the Contractor shall amend its amount within 15 days.

The Contract Bond shall be released by UNDP ARG 19006 Project and given back to the Contractor no later than twenty-eight (28) days after the Contractor has fulfilled all its contractual obligations, including any warranty obligation.

#### ***Clause Nine – Assignment and Subcontracting***

The supplier may only subcontract the performance of part of this Contract to other entities if said subcontracting had been specified in the pertinent proposal. With that exception, the supplier shall not assign or transfer it, in whole or in part, and it shall be held liable, in any event, before UNDP ARG 19006 Project in relation to the obligations set forth in this contract.

Subcontractors must always be authorised by the Expo 2020's Organising Committee for the works entrusted to them.

#### ***Clause Ten – Communications***

Every request and submission related hereto shall be addressed to the Executive Board/Coordination section of UNDP ARG 19006 Project, pursuant to the provisions of the Request for Proposals.

Nevertheless, communications related to technical aspects shall be sent through the service orders and request orders books.

a) Service Order books shall have numbered pages in triplicate. Service Orders given by the Inspection shall be written in this book and shall be signed by the Inspector and the Contractor's Responsible Professional, as acknowledgement of said order.

Service Orders shall be binding on the Contractor.

The book shall also include the results of the trials that are performed on the materials, as well as any other observation recorded during the works.

b) Request Order books shall have numbered pages in triplicate. The Contractor shall record, in this book, of the requests for approval of the scheduled stages, notes it wishes to take or clarification requests.

Regarding the requests for approval, same shall be signed by the Contractor's Responsible Professional and, in said book, the Inspector shall accept or reject them, state the grounds for his decision, and stamp his signature at the bottom of the page.

c) Furthermore, the Contractor shall be bound to submit a daily report to the Inspection for approval; said report shall include:

- 1) Quantity of employees: present and absent.
- 2) Unions working, including number of employees.
- 3) Materials brought to the building site: details, quantity and date.
- 4) Tasks performed.
- 5) Weather conditions.
- 6) Equipment in the building site: characteristics, quantity and quality.

These reports shall be prepared in triplicate; the Inspector shall keep two copies and they shall form a Daily Report Book. Forms shall be numbered in order and submitted by the Contractor, prior approval of its text by the Inspection.

The Inspection does not have the power to modify the scope of the works or the price of the Contract. Any variation or modification of the Contract terms shall only be made through a duly justified amendment, which shall be written and signed by the National Director of the Project or by the Coordinator, if there is a delegation of duties.

#### ***Section Eleven. Dispute Resolution.***

In case of a dispute between the parties to this Agreement, when these disputes are not settled by negotiation, the aggrieved party may submit a request to initiate an arbitration process. To this end, both parties and the arbitrator shall follow the procedure below:

1. An arbitrator shall be appointed by mutual agreement of the parties. If agreement cannot be reached, any party may request the UNDP Resident Representative in Argentina to appoint an arbitrator. Such appointment may not be subject to appeal.
2. The arbitration procedure shall be established by the arbitrator, upon having consulted with the parties, and its cost shall be borne by the party who does not prevail or to the extent established by the arbitrator at his discretion, which may not be subject to appeal.
3. The arbitration award shall be based, firstly, on the provisions of this Contract, the General Terms and Conditions for all United Nations Development Program contracts, and the Roles and Responsibilities Appendix, and it shall consider the position of each party as well as the evidence provided by them.
4. The arbitration award shall be final and binding, and its enforcement may be requested of a court of competent jurisdiction.
5. The parties may file a request for arbitration during the Contract term or up to six (6) months after the Contract term has ended. After this period, the limitation

period will have expired, and any rights emerging from the Contract will be no longer valid.

6. For any aspects not included in this clause, the arbitration shall be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), created by Resolution 31/98 adopted by the General Assembly on 15 December 1976.

#### ***Section Twelve. Indemnity.***

1. The Contractor shall indemnify, defend and hold harmless the UNDP ARG 19006 Project, the Argentine Government and its officials, agents and employees against any claims, actions, compensatory damages or liabilities of any kind or nature brought by third parties against the UNDP ARG 19006 Project and the Argentine Government, including, but not limited to, all court costs, attorneys' fees, charges and damages which are based on, result from or are related to:

1.1. Complaints or claims that the possession or use by the UNDP ARG 19006 Project and the Argentine Government of a patented device, a material protected by copyright or other goods, assets or services offered, provided or licensed under the UNDP ARG 19006 Project and the Argentine Government in accordance with the provisions of the Contract, in whole or in part, separately or in a combination that follows the appropriate specifications published by the Contractor, or otherwise specifically approved by the Contractor, constitute the infringement of a patent, copyright, trademark or other intellectual property rights of a third party; or

1.2. Any act or omission by the Contractor, a subcontractor or someone directly or indirectly employed by them in the performance of the Contract, which gives rise to legal liability to a third party, including, but not limited to, claims and liabilities related to workers' compensation.

1.3. The indemnity mentioned in section 1.1 shall not apply to:

1.3.1. Any claim of infringement resulting from the Contractor's observance of specific written instructions provided by the UNDP ARG 19006 Project and/or the Argentine Government, according to which the specifications of any goods, assets, materials, equipment or supplies used have been amended, or under which a manner of execution of the Contract or a set of specifications that the Contractor does not normally use have been ordered; or

1.3.1. Any claim of infringement resulting from additions or amendments to goods, assets, materials, equipment, supplies or components thereof provided under the Contract, when such additions or amendments have been introduced by the UNDP ARG 19006 Project or the Argentine Government, or by another party acting under the direction of the UNDP ARG 19006 Project or the Argentine Government.

2. In addition to the indemnity obligations set forth in this clause, the Contractor shall be obliged, at its sole expense, to defend the UNDP ARG 19006 Project and/or the Argentine Government and its officials, agents and employees, pursuant to this

section, even when such claims or actions actually give rise to, or otherwise result in, a loss or liability.

3. The UNDP ARG 19006 Project and/or the Argentine Government shall notify the Contractor of any claims, actions, compensatory damages or liabilities within a reasonable period after receiving an official notice thereof. The Contractor shall have exclusive control over its defence against any actions or claims, and over any negotiations related to their settlement or needed to reach a compromise. When facing any claim or action, the UNDP ARG 19006 Project and/or the Argentine Government shall have the right to be represented, at their expense, by an independent legal representative chosen by themselves.

4. In the event that the use by the UNDP ARG 19006 Project and/or the Argentine Government of any good, asset or service provided or licensed to the UNDP ARG 19006 Project and/or the Argentine Government by the Contractor, in whole or in part, were, as part of a claim or action, for any reason, temporarily or permanently subject to injunction, or were declared to infringe a patent, copyright, trademark or other intellectual property right; or in the event that an agreement thereof were subject to injunction or limited in its scope, or an interference were otherwise initiated, the Contractor shall, at its sole expense and without delay:

4.1. Secure unrestricted rights for the UNDP ARG 19006 Project and/or the Argentine Government to continue using such goods or services offered or provided to the UNDP ARG 19006 Project and/or the Argentine Government; or

4.2. Replace or modify the goods or services supplied to the UNDP ARG 19006 Project and/or the Argentine Government, or a part thereof, with equivalent or superior goods or services, or a part thereof, that are not subject to any dispute; or

4.3. Reimburse to the UNDP ARG 19006 Project and/or the Argentine Government the full price paid by the UNDP ARG 19006 Project and/or the Argentine Government for the right to have or use such goods, assets or services, or a part thereof.

### ***Section Thirteen. Product Guarantee.***

1. The Supplier guarantees that all the goods provided under the Contract are new and unused, have the most recent or current model and include all recent improvements in design and materials, unless otherwise provided in the Contract.

2. The Supplier also guarantees that all the goods provided shall be free from defects resulting from actions or omissions on the part of the Supplier, or emerging from problems with their design, materials or manufacturing, when used appropriately under the conditions present in the country of destination.

3. The Guarantee shall be valid for twelve (12) months as of the date when the goods are delivered and accepted at the place of destination indicated in the Contract.

4. The Purchaser shall inform the Supplier of the nature of any defects and provide any evidence available immediately after having discovered such defects. The Purchaser shall provide the Supplier with reasonable facilities to inspect such defects.

5. As soon as the Supplier receives such communication and within the reasonable period indicated by the Inspector, the Supplier shall repair or replace any defective goods or parts thereof at no cost to the Purchaser.
6. If the Supplier, after being notified, fails to correct the defects within the period established for that purpose, the Purchaser, within a reasonable time, may proceed to take any necessary measures to remedy the situation, at the Supplier's risk and expense, notwithstanding any other rights that the Purchaser may exercise against the Supplier pursuant to the Contract.

***Section Fourteen. General Terms and Conditions.***

Since the UNDP ARG 19006 Project is carried out pursuant to Law N° 23,396 (Agreement between the Argentine Republic and the United Nations Development Program, UNDP), the Supplier shall comply with the provisions contained in the General Terms and Conditions included as Appendix B and the Roles and Responsibilities included as Appendix C of this Contract. In case there were any discrepancies between the General Terms and Conditions and/or the Roles and Responsibilities, and Sections One to Thirteen of this Contract, the provisions contained in these sections shall prevail. In the General Terms and Conditions and the Roles and Responsibilities, any reference to Contractor or Supplier is a reference to ..... *[Add Contractor's registered name.]*

***Section Fifteen. Termination by Contractor.***

- a) The Contractor shall promptly notify the UNDP ARG 19006 Project in writing of any situation or event beyond its reasonable control, including force majeure, which, in its opinion, would prevent the Contractor from complying, in whole or in part, with the obligations assumed under this Contract, when such situations or events may not be overcome by exercising due diligence. Force majeure shall be understood as any event, action or situation that may have not been foreseen, or that, if foreseen, may have not been prevented, according to the scope and effects set forth in Articles 1730 and 1733 of the Argentine Civil and Commercial Code, as well as in any correlative and concordant articles. In case the UNDP ARG 19006 Project recognised the existence of such situation or event in writing or it did not reply to the aforementioned notice within 14 (fourteen) days of having received it, the Contractor may not, as of that moment, be liable for failing to perform its obligations and may therefore terminate this Contract by notifying the other party in writing.
- b) When terminating this Contract pursuant to this Clause, the provisions set forth in Paragraph 2, Section 16 of the General Terms and Conditions shall apply.

***Section Sixteen. Termination by UNDP ARG 19006 Project.***

1. Termination for Convenience

a. The UNDP ARG 19006 Project may terminate the Contract at any time, upon written notice to be given to the Contractor not less than thirty (30) days before such termination, for any reason or for no reason.

b. In case the Contract is terminated, upon receiving notice of such termination by the UNDP ARG 19006 Project, unless the UNDP ARG 19006 Project has provided different instructions in the notice of termination or otherwise in writing, the Contractor shall:

b.1. Immediately adopt any necessary measures to complete the execution of any obligations set forth in the Contract promptly and orderly, keeping any expenses to a minimum;

b.2. Refrain from taking on any additional commitments under the Contract as of the date on which such notice of termination is received;

b.3. Refrain from entering into further subcontracts or issuing requests for materials, services or facilities, unless the UNDP ARG 19006 Project and the Contractor agree in writing that these are necessary to perform some part of the Contract that has not been terminated;

b.4. Terminate any subcontracts or requests to the extent that they are related to the part of the Contract that is terminated;

b.5. Transfer the ownership of and deliver to the UNDP ARG 19006 Project any manufactured or unmanufactured parts, work-in-progress, finished works, supplies and any other material produced or acquired for the part of the Contract that is terminated;

b.6. Deliver any floor plans, drawings, information and other goods, completed in whole or in part, which would have been delivered to the UNDP ARG 19006 Project under this Contract should the Contract have been performed.

b.7. Perform any other acts that may be necessary, or that the UNDP may request in writing, to minimise any losses and to protect and preserve all tangible or intangible assets related to the Contract that are held by the Contractor and in which the UNDP ARG 19006 Project has, or can reasonably be expected to acquire, an interest.

c. In case the Contract is terminated for convenience, the UNDP ARG 19006 Project shall have the obligation to pay the Contractor only for the goods and/or services delivered satisfactorily to the UNDP ARG 19006 Project as required under the Contract, provided that such goods or services have been requested, commissioned or otherwise provided before the Contractor received the notice of termination sent by the UNDP ARG 19006 Project.

## 2. Termination for Cause

a. The UNDP ARG 19006 Project may, notwithstanding any other rights or actions available, terminate the Contract with immediate effect in the following cases:

a.1. When the Contractor is declared bankrupt, goes into liquidation or becomes insolvent, or requests an extension or suspension for some of its payment or debt obligations, or requests its declaration of insolvency;

a.2. When the Contractor obtains an extension or suspension of payments, or is declared insolvent;

a.3. When the Contractor makes an assignment for the benefit of one or more of its creditors;



- a.4. When a statutory auditor is appointed as a result of the Contractor's insolvency;
  - a.5. When the Contractor offers an extrajudicial agreement instead of filing for bankruptcy or having a statutory auditor appointed; or
  - a.6. When the UNDP ARG 19006 Project reasonably determines that the Contractor's financial situation has been impacted by a significant adverse event that threatens to substantially affect the Contractor's ability to fulfil its obligations under the Contract;
  - a.7. In case of non-performance, after having sent a demand for performance for a period of 10 consecutive days.
- b. The Contractor shall indemnify the UNDP ARG 19006 Project for all damages, losses and expenses, including, but not limited to, all the costs incurred by the UNDP ARG 19006 Project in any court or out-of-court action resulting from any of the events mentioned above and from the termination of the Contract, or related thereto, even if the Contractor is declared bankrupt, is granted an extension or suspension of payments, or is declared insolvent.
- The Contractor shall immediately inform the UNDP ARG 19006 Project should any of the events mentioned in the paragraph above occur and shall provide the UNDP ARG 19006 Project with all the relevant information thereof.
- c. The provisions in this clause do not affect any rights or actions available to the UNDP ARG 19006 Project under this Contract or for other reasons.

Whatever the cause for termination, the UNDP ARG 19006 Project shall have the right to obtain a written document from the Contractor accounting for all the reasonable obligations performed or pending performance, in accordance with the Contract.

#### ***Section Seventeen. Amendments.***

1. No amendment or change to this Contract shall be valid or enforceable against the UNDP ARG 19006 Project unless the Parties, through their duly authorised representatives, have agreed upon them in writing.
2. In the event that the Contract is extended for additional periods under the Terms and Conditions of the Contract, the terms and conditions applicable to that extension shall be the same as the ones established in the Contract, unless the Parties have agreed upon other conditions in accordance with a valid amendment adopted as indicated above.
3. The terms or conditions for any obligations, licenses or other types of supplementary agreements related to goods or services provided under the Contract shall not be valid or enforceable against the UNDP ARG 19006 Project, nor shall they be considered as approved by the UNDP ARG 19006 Project, unless such obligations, licenses or other types of agreements are subject to a valid amendment agreed upon in accordance with paragraph 1 of this clause.

## **APPENDIX C - ROLES AND RESPONSIBILITIES**

### **Context of Related Goods and Services**

1. In the performance of its duties, the Contractor shall act under the supervision of the Office of the Executive Director of the UNDP ARG 19006 Project and/or the Inspector appointed to that effect.

The UNDP ARG 19006 Project or its representative shall have the right to inspect the goods and services and/or test them, at no additional cost, to verify their compliance with Contract specifications. The Purchaser shall duly submit to the Contractor a written document with the information of any representative appointed to this end. If the inspected or tested goods do not comply with the specifications, the Purchaser may reject them, and the Contractor shall, at no cost for the Purchaser, replace them or subject them to any necessary changes so that they comply with the specifications.

2. The Office of the Executive Director of the UNDP ARG 19006 Project shall assess and approve any submitted reports and quotations, as well as any amendments to the reports proposed by the Contractor. Likewise, the Executive Management/Direction shall assess and approve the material progress reports for the milestones set forth in the schedule and the final report presented by the Contractor (once all goods have been delivered at the Port of Buenos Aires), which shall allow for the appropriate payments to be made.
3. For the purposes of this Contract, the Contractor,  
.....  
..., authorises Mr./Mrs. ...., ID number  
....., to present any reports within the deadline and in compliance with any appropriate technical requirements. In addition, he/she shall be responsible for coordinating the work commissioned to the Company and be the contact person for the Office of the Executive Director of the UNDP ARG 19006 Project in case of inquiries.

*Signature of the UNDP ARG 19006 Project Representative*

*Signature of the Contractor's Legal Department Representative*

## **ANNEX III –TECHNICAL SPECIFICATIONS**

The Technical Specifications include the expressions “at least”, “minimum” and “specify” when they refer to a required piece of information to be provided by the Bidder.

### **I. LIST OF GOODS AND SERVICES - DELIVERY SCHEDULE**

#### **1.1 LIST OF GOODS AND SERVICES**

The Bidder shall provide a list detailing all the items included in the Request for Proposal.

The list shall at least include the following:

- Floor plans.
- Design sketches.
- Audiovisual media.
- Proposed IT equipment.
- Museological and design tools.
- Office and conference room equipment.
- Minimum number of workers proposed, indicating the key members of staff, their job experience and their educational background.

#### **1.2 DELIVERY SCHEDULE**

The Contractor shall foresee three stages of design approval that can last up to 60 business days (Pavilion Theme, Conceptual Design and Final Design).

The plot assigned to Argentina is already available. The Contractor shall manage the approval and obtain all necessary licenses and permits to build and launch the pavilion. The construction of the pavilion shall be completed by May 2020.

The exhibition facilities and the interior design shall be completed and launched by 20 September 2020, including any synchronizations and tests.

The Contractor shall request and obtain a construction completion certificate and any necessary permits to open the pavilion to the public by 10 October 2020.

The Contractor shall request and obtain an approval for its decommission and removal methods and logistics, which must be completed by 10 October, 2021.

#### **1.3 GENERAL GUIDELINES**

In the Self Build Pavilions Delivery Guide and the rest of the documents included in Digital Appendix 1

[https://drive.google.com/drive/folders/0B9stNEPkVgq\\_eFFblhNdIRDZms?usp=sharing](https://drive.google.com/drive/folders/0B9stNEPkVgq_eFFblhNdIRDZms?usp=sharing), Bidders may find the general guidelines to build, decommission and remove pavilions.

## **1.4 SPECIFIC GUIDELINES**

In the document Self Build Pavilions Guide, included in Digital Appendix 1, bidders may find the compulsory design standards to build pavilions, recommendations to plan and design food and beverage outlets, and the requirements to provide sustainable services.

The Guide is divided into two chapters.

Chapter 1. Design Guide: It includes general planning guidelines, design rules and control requirements to develop plot sheets at the site.

Chapter 2. Excerpts from Dubai Municipality Food Code.

## **II. SCOPE OF WORK**

### **1.1 INTRODUCTION**

Through its Federal System of Public Media and Contents, the Argentina Republic has entered into a Contract with 2020 Dubai Expo: Connecting Minds, Creating the Future”, United Arab Emirates, to take part in the aforementioned event to be held in the city of Dubai, United Arab Emirates, between 20 October, 2020 and 10 April, 2021. The Steering Committee of EXPO 2020 has allocated a 1023.79-m<sup>2</sup> are located in sector C.135 of the fair venue to set up a pavilion. All the technical information regarding floor plans, location, structure and images of the allocated area is included in “Digital Appendix 1”.

### **1.2 REQUIREMENTS**

The purpose of this Request for Proposal is the turnkey acquisition of the Argentine pavilion at “EXPO 2020 DUBAI”, United Arab Emirates, which includes the following minimum requirements:

- A) Pavilion design (architecture and exhibition facilities)
- B) Requesting the design approval to the Steering Committee, as well as any permits necessary to build, approve and launch the pavilion throughout the process.
- C) Pavilion construction: 1- Structural works. 2- Technological equipment.
- D) Pavilion maintenance.
- E) Pavilion logistics.
- F) Pavilion removal.
- G) Transport of the pavilion to the port of Buenos Aires metropolitan area in Argentina using DAT (Delivered at Terminal in the port container yard), including any insurance policies applicable to cover any associated risks.

#### **A) Pavilion Preliminary Design:**

#### **Argentine Pavilion at Expo 2020 Dubai:**

##### **I. Concept**

The presence of Argentina in Dubai 2020 will be based on a strong concept (Openness) and three themes (Experience, Opportunity and Innovation).

The idea of openness shall be reflected in the architectural proposal, conceived as a free-circulation space with no borders or barriers, where the difference between the inside and the outside is blurred (either physically or virtually) and visitors are allowed to enter casually, as a natural continuation of their path. Argentina is shown as a land of open arms, which reflects in the space, the environment and the sensory elements.

The notion of openness is also applied to the three themes: *open for people, open for business, open to innovation*. The three areas are interrelated, and the proposal should allow visitors to go across the three dimensions without interruption/seamlessly. The natural resources that are relevant for tourism are also present in our products, and production is in turn related to innovation. The three themes should be able to be considered together or separately.

The theme EXPERIENCE is mainly related to tourism, with a focus on natural attractions, but also concerns the social and cultural experience, with an emphasis on diversity.

The theme OPPORTUNITY refers to business, mainly regarding agriculture and food; energy (both clean and traditional); mining; infrastructure; and real estate.

The theme INNOVATION includes knowledge-based services; technologies created by niche SMEs; cultural industries; scientific research; and a space to promote Expo Argentina 2023.

Preference is given to a spacious plant, with large circulation spaces, concentrating compartmentalised spaces on an upper hub or floor.

## **II. Spatial Requirements**

General exhibition area for the three interconnected themes.

Conference room or auditorium for presentations, conferences and private events.

Business lounge.

VIP room for private meetings.

Area to set micro stands for corporate participants.

Area for a stage and equipment to host performances.

Restaurant.

Gift shop.

Service area (office, staff area, dressing room, etc.)

## **III. Technical Requirements**

The Contractor shall include enough technological attractions in the pavilion so that the three facets shown are consistent with the idea of INNOVATION, while coming across as warm and friendly. The goal is to use technical resources to tell a close, personal story.

Visitors must be able to enjoy an experience that brings them near the different climates, regions and aspects of life in Argentina and that allows them to perceive its typical cultural, social and human diversity.

In addition, all facilities, consumables and services for the different performances shall be provided throughout the expo.

## **IV. Other Considerations**

The distance from the pavilion to one of the parks and to the pavilion of the organizing country shall be considered when analysing potential circulation flows.

Given the location of the pavilion within the fair venue, it is necessary to plan a separate entrance to the restaurant at night. In addition, any necessary facilities and supply delivery requirements shall be considered.

In view of the surface available, the whole pavilion shall be conceived as a single, adaptable unit. The activities shall be varied and oriented to different audiences, including open shows, private discussions aimed at specific sectors, fora, formal presentations, wine tastings, etc.

The pavilion shall be detachable and portable, and shall be sent to Argentina to be reused, except for any rental components, such as air conditioners, kitchens, exhibition furniture and audiovisual equipment. For this reason, the choice of materials and elements used to join structural pieces and components, the weight and the number of modules to be packed and dispatched are of utmost importance. These factors will be assessed when considering the proposal. Transport to Argentina shall be quoted using DAT (Delivered at Terminal) in the Port of Buenos Aires container yard, including any insurance policies applicable to cover any associated risks.

#### **General Considerations for Sector Design:**

The bidder shall list and describe all technological and innovative solutions, and all audiovisual pieces of equipment used to design the pavilion, considering their immediate maintenance requirements while being used, their fuel and replacement needs, and any other necessary preventive and corrective maintenance operations.

The proposed material, whether technological, audiovisual or of any other kind, shall be regarded as minimum and permanent. Therefore, the Contractor may not claim any compensation during the Conceptual Design and Final Design stages as a result of quality improvements, system updates or any other changes made to the final proposal. No items may be added after the quotation has been submitted and approved, so any occasional improvements or updates should be considered in advance.

All inside equipment, kitchens, office and exhibition furniture, audiovisual equipment and air conditioning systems shall be leased according to certain conditions, including, but not limited to, the following:

- If an element is a fundamental part of the architecture, such as LED screen audiovisual systems, AV technologies or lighting control systems on the exterior side, such element shall be offered for purchase, including any software or hardware necessary for their operation after this event.
- If either inside or outside raised or access floors with audiovisual equipment were offered, these shall be offered for purchase, together with any elements necessary for their proper operation.
- If art installations are included, these shall be offered for purchase together with any rights inherent to the works of art, which shall be transferred to the Purchaser exclusively and with no limitations.

Any elements necessary to use the pavilion after the event shall be offered for purchase, including those that are an indivisible part of the pavilion's architecture, whether audiovisual, mechanical or technological.

Regardless of whether the elements are offered for purchase or lease, maintenance shall be carried out immediately while the pavilion is being used at Expo 2020 Dubai, including the immediate replacement of all the systems included in the pavilion if the faults cannot be repaired on the spot.

The Contractor shall be in charge of claiming any equipment warranty to its suppliers, and in no case will the Purchaser be responsible for claiming any warranties. The equipment shall always be complete and perfectly functional during the pavilion's operational period, and the Contractor may not make any claims regarding any repairs, updates or replacements.

This warranty shall extend until the pavilion is finally received in Buenos Aires in optimal operating conditions.

#### **Contents:**

Bidders may use their own contents or contents from third parties, provided that they have obtained approval and authorization to use the resources mentioned in the Terms & Conditions to prepare their design proposal, but preserving the rights of the Purchaser. Even when the Federal System of Public Media and Contents provides all or part of the final exhibition contents, their design, use and interpretation shall be approved by the Purchaser.

The results of any works or services provided by the Contractor during performance of this Contract performance shall be fully owned by the Purchaser.

1.- The Contractor shall guarantee that the works are original and shall assign exclusively to the PURCHASER any exploitation rights for the results of the entrusted work that are protected by intellectual property rights, in particular, the rights to disseminate and/or publish, reproduce, distribute, broadcast or transform all or a part of such works, in any medium, whether graphic, phonographic, audiovisual, telematic, computer, electronic, digital or multimedia.

2.- By virtue of such transfer, the Purchaser shall be allowed to perform or authorise the following manners and acts of exploitation, by way of example and without limitation:

- a) Totally or partially reproducing the works on any tangible or intangible medium or support, including, but not limited to, any electronic system for storing and withdrawing information, broadly defined, whether optical, magnetic, electronic or digital.
- b) Projecting, exhibiting or transmitting the works using any system or procedure.
- c) Storing the works on a server, computer or other equivalent system or equipment.
- d) Transmitting or radio broadcasting the works using any system or support, regardless of the chosen medium, as well as any other act that is convenient or necessary to make the work available to the public.
- e) Distributing the works through transfer, sale, rental, loan or any other legal act, using any support or system.
- f) Including the works in a database, notwithstanding any rights granted to the database manufacturer and author.
- g) Analogue or digital broadcasting of the works through any medium or system, either free or paid, whether by Hertzian wave, cable or satellite.
- h) Transforming the works, including dubbing and subtitling in any language.

3.- The transfer of rights shall be carried out exclusively and for the maximum period authorised by current legal international provisions. The territorial scope of the transfer covers the entire world. The Contractor shall give its consent and authorize the PURCHASER so that the rights subject to the transfer regulated in this section may in turn be transferred to third parties under any capacity recognised by the law.

4.- The transfer of the exploitation rights covered by this section is expressly included in the services provided by the Contractor that constitute the "turnkey" Contract object of this tender.

5.- The Contractor guarantees that the works carried out under the Contract object of this Request for Proposal are not covered by any third-party intellectual or industrial property rights, and guarantees the full exercise of the assigned intellectual property rights, stating that it has not and will not enter into any agreements or commitments that may encumber or undermine the rights enjoyed by the Purchaser or any third parties.

In particular, the Contractor guarantees that it has obtained express authorization from the works' authors to exploit them under the terms established in these Terms & Conditions; to make copies available to the public in any system or format; to use the works in the national territory; or to radio broadcast the works.

6.- The Contractor shall prove that the rights have been transferred as comprehensively as possible, with the intention to grant the broadest powers to the Purchaser to develop and exploit the works object of the Contract in the manner it deems appropriate. Any doubts regarding the interpretation or performance of this section shall be solved by favouring the broadest transfer of rights to the Purchaser.

7.- Notwithstanding the foregoing, the Contractor may use any materials that the PURCHASER deems pertinent for the purpose of disseminating and promoting its work, provided that it has previously requested and obtained the PURCHASER's written consent regarding the dissemination of such materials, and never before 20 October 2020.



## PLOT CHARACTERISTICS



(Picture translation:

Aldea de la Expo: Expo village

Estación del metro 2020: 2020 Metro Station

Pabellones de los participantes: Participant pavilions

Plaza Al Wasl: Al Wasl Plaza

Movilidad: Mobility

Oportunidad: Opportunity

Sustentabilidad: Sustainability

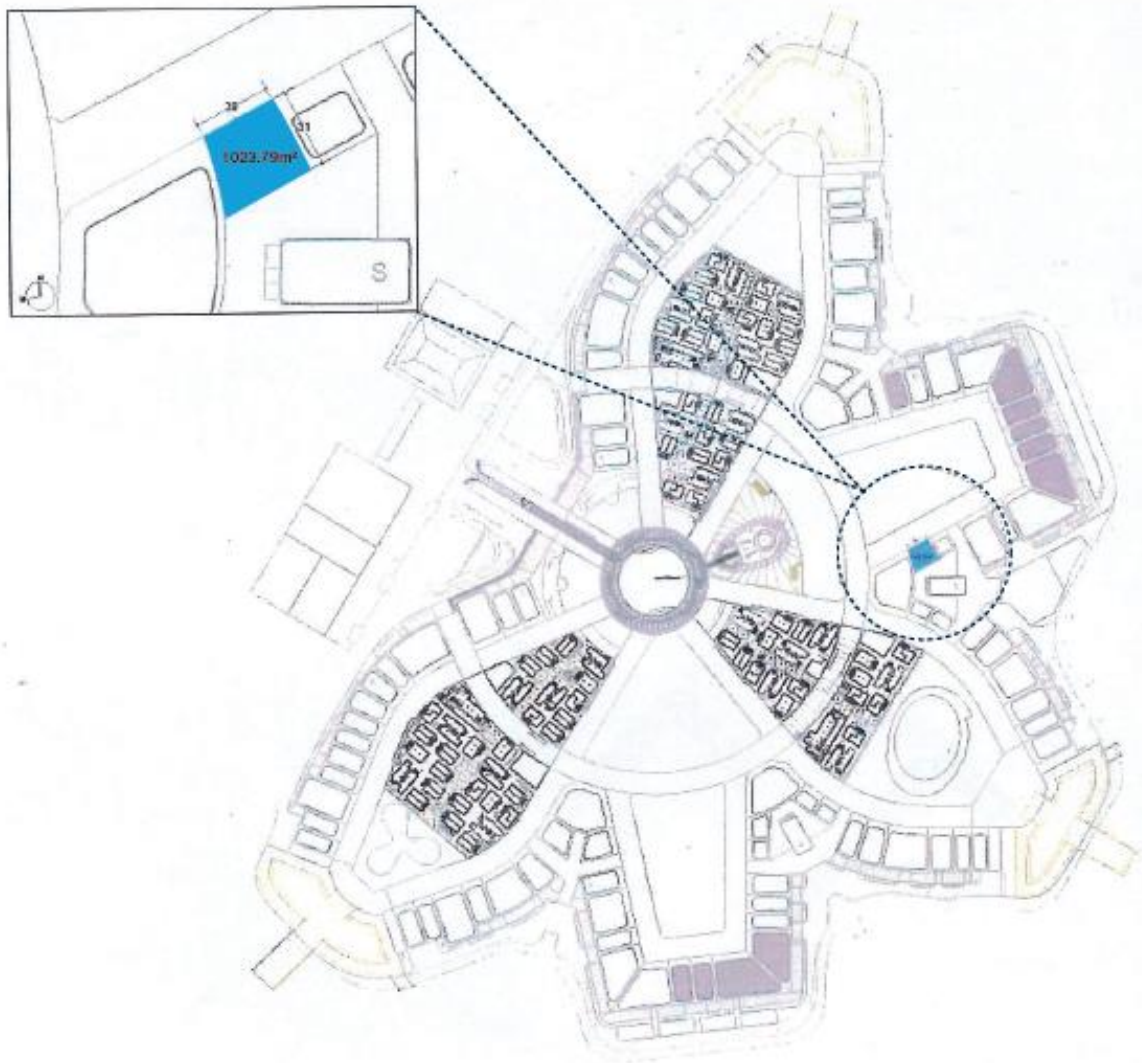
Centro Comercial: Shopping mall)

The plot for the Argentine pavilion is identified with the following information:

PLOT: C.135

WBS: 533

Area: 1023.79 m<sup>2</sup>



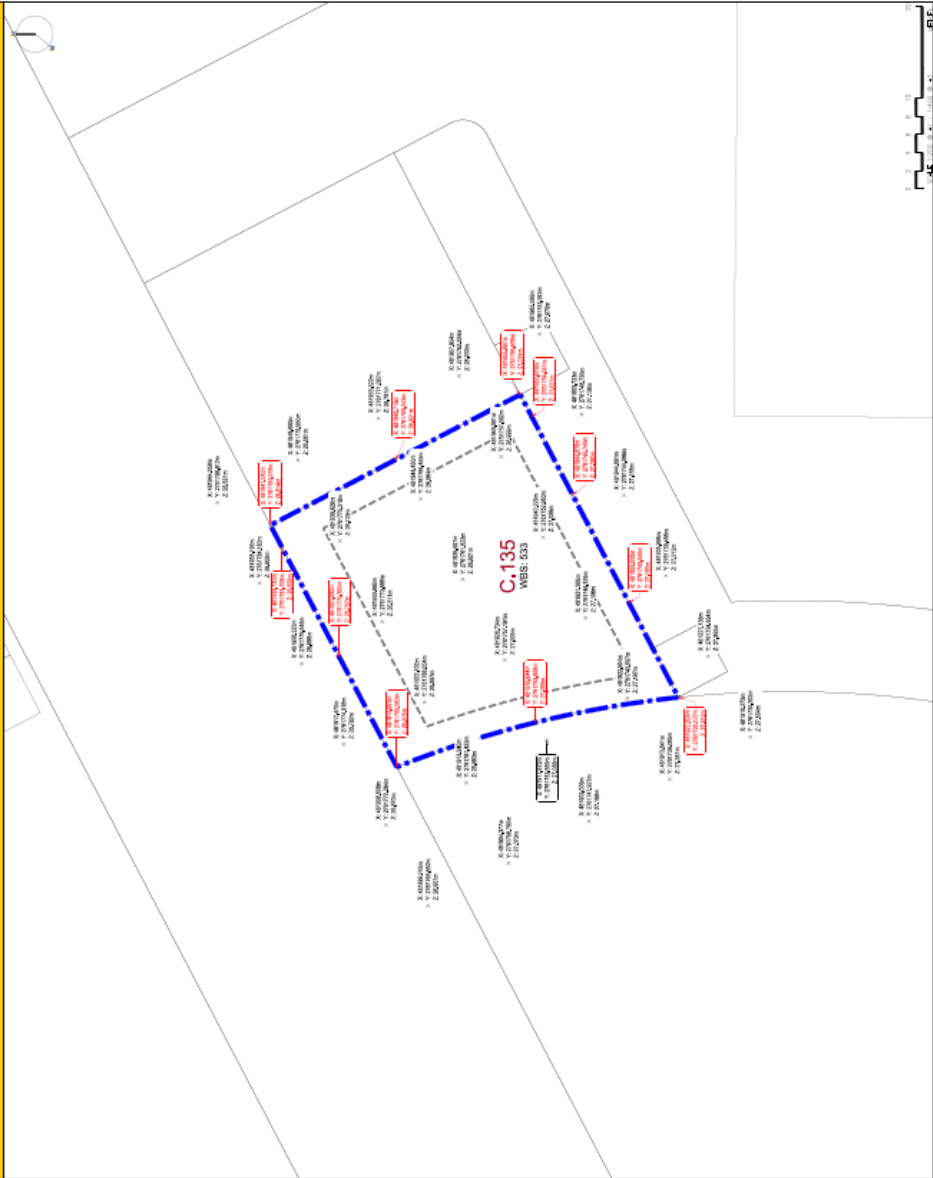




# PLOT FINISH GROUND LEVELS

MASTER PLAN Rev. 27

## LOCATION PLAN



## NOTES

1. All coordinates are based on Dubai Local Triangulation Network (DLTN) coordinates.
2. All levels are in meters based on Dubai Municipality Datum (DMD).
3. Plot boundaries are based on the plot plan of the plot area.
4. Plot boundaries are based on the plot plan of the plot area.
5. Plot boundaries are based on the plot plan of the plot area.

## KEY

- Plot Boundary Line
- Setback Building Envelope
- Finish Ground Level
- Finish Ground Level at Plot Boundary

PARTICIPANT	PLOT CODE	PLOT SHEET NUMBER	DATE	EXPO 2020 DUBAI REPUBLIC OF ARGENTINA
			APR - 2019	
REPUBLIC OF ARGENTINA	EXPO 2020 DUBAI - PLOT : C.135	05007-SKT-IP A0034764-AR-000001	REVISION	EXPO 2020 DUBAI REPUBLIC OF ARGENTINA
			2	

## **B) Requesting the Design Approval to the Steering Committee.**

The Contractor shall be appointed before Expo 2020 as the company in charge of submitting the design and building proposal to the members of the organisation.

The minimum requirements and deadlines requested by EXPO 2020 to approve the pavilion design are indicated in the Self Build Pavilions Guide and the Self Build Pavilions Delivery Guide, included in Digital Appendix 1. The Contractor shall be solely liable for complying with any demands included therein.

These include the following:

- The architectural drawing shall at least include sector divisions, entrances, exits (including emergency exits), equipment, furniture, etc.
- Axonometric projection.
- Reflected ceiling plan with lighting equipment.
- Floor plan with labels.
- Proposed interior colour palette.
- Proposed exterior colour palette.
- Façade and interior design.
- List of materials and equipment to be used at the pavilion.
- Electric energy consumption information per consumer.
- Plans and diagrams of the water supply system, air conditioning, heating, ventilation, communication technologies and security services.
- Logistics, space and circulation flow information.
- Exhibition statement of work and technical specifications, show control, audiovisual systems, exhibition facilities, etc.
- Plan of shade structures for queuing zones.
- Landscape proposal.
- Construction schedule.
- Pavilion dismantling and material removal schedule.

## **C) Pavilion Construction Pavilion Construction: 1- Structural works. 2- Technological equipment.**

The Contractor shall be responsible for the pavilion construction and assembly process, complying with any applicable regulations in the place where the Contract is performed, which shall be interpreted restrictively.

Construction and assembly shall comply with any standards and parameters set forth in the Participant Guide included as part of “Digital Appendix 1”.

General pavilion material and finishing requirements:

The guidelines and specifications indicated in the Self Build Pavilions Guide and the Self Build Pavilions Delivery Guide, as well as in the rest of the documents included in Digital Appendix 1, shall be followed.

Controls and Guidelines

The construction guidelines and specifications indicated in Chapter 3 of the Self Build Pavilions Guide, included in Digital Appendix 1, shall be followed, including

pavilion height limits, maximum coverage, and lighting and ventilation requirements.

3.1 Fire safety conditions.

3.2 Plot parameters.

3.3 Main and secondary entrances and exits. Universal access. Inclusive design.

3.4 Design parameters.

3.5 Operational design considerations. Emergency and evacuation plans. Security systems.

3.6 Sustainability conditions. Waste management.

3.7 Decommissioning and removal.

3.8 Signage and wayfinding.

3.9 Relevant standards, codes, and regulations.

#### Construction logistics management:

The guidelines and provisions contained in Chapter 2 of the Self Build Pavilion Delivery Guide (SBPDG) included in Digital Appendix 1 shall be followed.

Contractors shall submit a Construction Logistics Plan to the Organiser through the Participant Portal as part of the Plot Possession and

Mobilisation Request, at least 20 business days before the scheduled ownership and transfer date.

Contractors shall provide their own temporary power supply, construction water and wastewater collection system until permanent utilities are connected.

Contractors shall pay for all public utility consumption costs in their plot.

Contractors shall comply with local regulations for the delivery, handling and storage of construction materials and equipment.

Contractors shall be liable when transferring their products from outside the Expo's site to their plot.

Contractors shall provide their own mechanical equipment to handle and transport any materials.

The housekeeping and waste management guidelines and requirements indicated in section 2.1.6 of the SBPDG shall be followed.

Each Contractor shall be responsible for the surveillance and care of the materials and equipment within their plot.

All the Contractor's and subcontractors' workers shall have a valid accreditation, as indicated in section 2.2.4 of the SBPDG.

During construction, Contractors shall arrange their own transportation to connect with external public transport drop-off zones and parking lots, so as to transport its workers from the site entrance to their plots.

Twenty (20) business days before the planned date for possession, the Contractor shall submit the Construction Logistics Plan to the Organiser, including any labour and equipment requirements.

#### Fire Safety Design Guidelines and Approvals

The Contractor shall comply with the fire safety guidelines and requirements indicated in Chapter 3 of the Self Build Pavilion Delivery Guide (SBPDG), included in Digital Appendix 1, to design, build and operate the pavilion.

Participants shall adhere to the latest UAE Fire and Life Safety Code of Practice as a minimum requirement.

The final design shall be submitted to Dubai Civil Defence and any other relevant authorities to be approved.

#### Requirements for Connecting to Utility Services

The Contractor shall comply with the utility service connection guidelines and requirements indicated in Chapter 4 of the Self Build Pavilion Delivery Guide (SBPDG), included in Digital Appendix 1, to design, build and operate the pavilion.

Bidders shall include an electrical load schedule estimating the necessary electrical power output. Power supply costs shall be borne by the Purchaser.

#### Sustainability Requirements and Certifications during Construction

The Contractor shall comply with the Expo sustainability guidelines and requirements indicated in Chapter 5 of the Self Build Pavilion Delivery Guide (SBPDG), included in Digital Appendix 1, to design, build and operate the pavilion.

#### Health and Safety Requirements during Construction

The Contractor shall comply with the Expo health and safety guidelines and requirements indicated in Chapter 6 of the Self Build Pavilion Delivery Guide (SBPDG), included in Digital Appendix 1, to design, build and operate the pavilion.

The Contractor shall submit a health and safety management plan for construction, duly authorised by a licensed professional, 20 business days before the planned date for possession.

The Contractor shall submit a safety inspection and audit schedule drafted by a licensed professional 10 business days before the planned date for possession.

The Contractor shall submit to site inspection the CV of the professional in charge of health and safety, duly signed and approved by the health and safety professional representing the contracting party, 10 days before the planned date for possession.

UAE labour laws shall be observed (<http://www.mohre.gov.ae/en/labour-law/labour-law.aspx>).

#### Worker Welfare Requirements during Construction

The Contractor shall comply with the Expo worker welfare guidelines and requirements indicated in Chapter 7 of the Self Build Pavilion Delivery Guide (SBPDG), included in Digital Appendix 1, to design, build and operate the pavilion.

#### Environmental Requirements during Construction

The Contractor shall comply with the Expo environmental guidelines and requirements during construction, as indicated in Chapter 8 of the Self Build Pavilion Delivery Guide (SBPDG), included in Digital Appendix 1, to design, build and operate the pavilion.

#### Reporting, Audits and Inspections, and Quality Assurance Requirements during Construction

The Contractor shall comply with the event guidelines and requirements indicated in Chapter 9 of the Self Build Pavilion Delivery Guide (SBPDG), included in Digital Appendix 1, to design, build and operate the pavilion.

#### Contractor Registration Requirements, and Processes and Requirements for Design Approval, Construction Permits, Site Inspections and Certificates requested by Expo 2020 Authorities, Legal Authorities and Service Providers

The Contractor shall comply with the event guidelines and requirements indicated in Chapter 10 of the Self Build Pavilion Delivery Guide (SBPDG), included in Digital Appendix 1, to design, build and operate the pavilion.

Contractors shall have valid commercial permits issued by the Department of Economic Development (DED) of Dubai. Permits shall clearly state the activities that the Contractor is authorised to perform.

Consultants and Contractors shall have valid professional licenses issued by the DED that state the professional services they provide.

The DED may issue these licenses only after the corresponding service provider has approved the specified scope. For instance, a fire safety system license shall require approval by Dubai Civil Defence. The Contractor shall be solely responsible for submitting any necessary requests to obtain the permits required.

All appointed subcontractors shall be pre-approved by the permit authority and by service providers to carry out their tasks within the scope and extent of their activities.

In case a Contractor appoints an international consultant with no permit or qualification to carry out design duties in Dubai, the participant shall appoint another consultant to act as the Architect of Record, who shall take responsibility for the design and obtain any necessary permits and approvals from the One-Stop Shop. The appointed Architect of Record shall comply with any local laws and hold the appropriate licenses and qualifications, according to the specifications.

The Contractor shall request the building permit before starting construction works, as indicated in Section 10.5.3 of the Self Build Pavilion Delivery Guide.

Upon work completion, the Contractor shall request Dubai Civil Defence, through the One-Stop Shop, to conduct a final inspection on the pavilion and issue a Completion Certificate before participants are allowed to occupy their pavilion.

Upon receipt of the Completion Certificate issued by Dubai Civil Defence and the approval for final connections, the Contractor shall request a Building Completion Certificate from the One-Stop Shop. The request shall be approved by the supervision consultant, confirming that the work at the site is complete and that it complies with the approved drawings. All required supporting documents, including as-built drawings and the 100% Fire Safety Devices Test Report prepared by the supervision consultant, shall be submitted to the One-Stop Shop at least eight (8) business days in advance to ensure the timely receipt of the Building Completion Certificate.

The Contractor shall request the building permit to the Organiser to proceed to decommissioning and removal, as indicated in Section 10.9 of the Self Build Pavilion Delivery Guide.

#### Special Tax and Import Arrangements Offered by the Organiser to Participants

These conditions are indicated in Chapter 11 of the Self Build Pavilion Delivery Guide (SBPDG), included in Digital Appendix 1, to design, build and operate the pavilion.

#### Support Services Offered and Facilitated by the Organiser to Help Participants During Construction



These services are indicated in Chapter 12 of the Self Build Pavilion Delivery Guide (SBPDG), included in Digital Appendix 1, to design, build and operate the pavilion.

#### Pavilion Decommissioning and Removal Requirements

The Contractor shall comply with the Expo decommissioning and removal guidelines and requirements for the Argentine pavilion, as indicated in Chapter 13 of the Self Build Pavilion Delivery Guide (SBPDG), included in Digital Appendix 1, to design, build and operate the pavilion.

Hiring shall be under a turnkey contract, which means that the solution shall be comprehensive, according to the sections of the Participant Guide included in “Digital Appendix 1” where it is indicated that the “Official Participant” shall carry out the works and provide the necessary goods and services to perform the Contract.

#### Information System and Monitoring Plan:

The Contract’s Project Manager shall draw up a General Project Programme including all significant milestones and estimating the deadline for each phase, which shall be approved by the site inspection.

Such Programme shall be developed using MS Project 2010 or later version and include all relevant details; each shall have a maximum duration of 15 days.

The Project Manager shall prepare a Project Implementation Schedule with each subcontractor, using CPM (Critical Path Method) in MS Project. The duration and interrelation of every task, activity and milestone shall be illustrated on a Gantt chart, detailing the critical path for each while proposing alternatives to optimize the construction process. To that end, the Project Manager shall also prepare the associated project document schedule and the critical acquisition and recruitment schedule. These schedules shall be included in a General Work Schedule to show the relation between the executive projects and all the tasks. Work plans shall be updated on a weekly basis, and the Project Manager shall submit them to the site inspection, together with a report describing the reasons for any diversions or changes in the tasks and an explanation for any corrective measures proposed to comply with the goals stated.

To each weekly meeting, the site inspection shall call the Contractor’s representative, the project manager, site managers, forepersons and subcontractors. The general plan shall cover a five-week period; restrictions to the tasks to be performed over that period shall be identified, responsibilities to solve them shall be allocated, and a weekly plan shall be developed for the following week. In each meeting, the reasons why any tasks planned for the previous week have not been fulfilled shall be analysed, so that corrective measures can be taken. A follow-up report shall be prepared, indicating the progress on each task initiated and completed as a percentage according to the weekly plan, and statistical graphics showing the frequency of non-fulfilment reasons shall also be developed.

## **D) Pavilion Maintenance and Logistics**

The Contractor shall perform any necessary maintenance work to guarantee the pavilion's proper condition during the operational phase and shall perform periodic inspections to ensure that the facilities are in operating condition. Inspections shall cover all aspects of the pavilion, from audiovisual media, projectors and lighting fixtures to air conditioning, heating, telecommunication and security services. Any fault or defect that hinders the correct development of the show and occurs during Expo 2020 shall be remedied by the successful bidder, except for force majeure or for occasional interruptions in the services provided by EXPO 2020. In case the services provided by EXPO 2020 were interrupted, both the pavilion manager appointed by the Argentine delegation and EXPO 2020 authorities shall be notified.

The Contractor shall employ the needed number of workers to adequately maintain the pavilion.

In this regard, the Contractor shall have operations and maintenance technicians available to solve any problems with the facilities, as well as a pavilion manager who exercises authority over all employees, including those hired by subcontractors.

A minimum estimate of the number of workers hired shall be included in the bid.

## **E) Pavilion Removal**

The Contractor shall be in charge of removing the pavilion between 20 April 2021 and 10 October 2021, following the dismantling requirements indicated in the Participant Guide, included in "Digital Appendix 1".

Only experienced workers shall perform dismantling and removal tasks, using professional tools and considering any removal safety requirements.

Service and line dismantling works shall be performed by workers trained in that particular task.

All workers shall use appropriate Personal Protective Equipment (gloves, masks, helmets.)

During removal, the successful bidder shall ensure that the following elements are present at the site:

- Fire extinguishers.
- Dustbins.

Elevators may not be used to remove worksite waste material. Care shall be exercised so as not to damage the venue's frames and covers.

Any equipment that is connected to pipework or electricity lines shall be removed by qualified workers and in the presence of the authorities appointed by EXPO 2020.

As part of the cement removal process, pneumatic hammers should not be used to avoid damaging the floor radiant system.

A detailed removal plan shall be submitted to the authorities of EXPO 2020 to be approved before any work begins.

#### **F) Insurance, Permits and Regulations:**

The Contractor shall take out at least the following insurance policies, according to the provisions established in the Insurance Guide included in Digital Appendix 1.

- Construction all risks (CAR) insurance.
- Employers' liability insurance.
- Third-party liability insurance.
- Automobile third-party liability insurance.
- Medical insurance for employees.
- Goods and goods-in-transit insurance.
- Liability insurance.
- Construction and assembly insurance.
- Property insurance.
- Operational public and product liability insurance.

The Contractor shall comply with all the guidelines established in the Insurance Guide, included in Digital Appendix 1.

All the aforementioned insurance policies are the minimum required; they shall be taken out by the Supplier before any work begins and shall remain valid until all dismantling operations have been completed, when applicable.

Minimum coverage amounts are indicated in the Insurance Guide in Digital Appendix 1.

All the employees hired by the Supplier shall have all necessary insurance policies. In case subcontractors are hired, the validity of any insurance policies shall be verified.

The cost of any insurance, permit, certification or other technical or legal requirements shall be borne by the Supplier.

The Contractor shall hire an insurance company registered with the UAE Insurance Authority. A list of registered insurance companies is available at <http://ia.gov.ae/en>

In the case of personal accident insurance for people providing services as independent contractors, certificates of coverage including the following text shall be attached to each policy:

The Insurance Company hereby expressly waives its right to claim or initiate any legal recovery action against the Argentine Government, its officials and/or employees, owing to any payments in cash or in kind that it is liable to pay, contract or grant to the service providers hired by the Contractor/Successful

Bidder, covered by Policy N° XXXX, and for any accidents caused by or in the performance of their duties.

Regarding insurance amounts and limits of liability, the provisions in the document OCIP Guidebook R2.pdf, included in Digital Appendix 1, shall apply.

All steps related to the aforementioned issues shall be taken by the Supplier, and the person in charge of the Argentine delegation shall only intervene when the organiser or any other agency from Dubai or the United Arab Emirates so requests it.

Any damages, penalties or fees related to the lack of insurance, permits and certifications shall be borne by the Supplier, who shall be held legally, civilly and commercially liable.

#### **G) Pavilion Transport to Argentina**

Transport to Argentina shall be made using DAT (Delivered at Terminal in the Port of Buenos Aires container yard), including any insurance policies applicable to cover any associated risks.

Each item shall be packed according to the provisions contained in applicable international standards, including ISO 3394 for packages, pallets and platforms; ISO 780 and 7000 for graphical symbols to convey handling instructions and caution measures; and ISPM 15 for wood packaging material, among others.

The Contractor shall ensure that no items are damaged as a result of handling, hoisting or transport operations.

Once delivered at the port and within five (5) business days, the contracting party shall inspect the container to determine the condition of all items and, in case of acceptance, it shall sign a transport Verification Certification.

#### ANNEX IV - FORMS FOR PROPOSAL SUBMISSION

This Annex includes a checklist with all the forms requested in the Request for Proposal to be used when preparing the Bid. Fill out the Deliverable Bid Forms according to their instructions and return them as part of the bid package. No amendments to the forms or alternative documents of any kind shall be accepted.

##### Envelope I: Technical Proposal:

<b>Have you already filled out all Bid Forms?</b>	
▪ Form A: Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture, Consortium or Partnership Information Form	<input type="checkbox"/>
▪ Form D: Eligibility and Qualifications Form	<input type="checkbox"/>
<b>Have you already provided the documents required to assess compliance with the evaluation criteria?</b>	<input type="checkbox"/>

##### Envelope II: Price List: Commercial Bid

▪ Form E: Price List form	<input type="checkbox"/>
▪ Form F: Contract Bond	Successful bidder

## FORM A - PROPOSAL SUBMISSION FORM

Dear Sir or Madam,

Having received and analysed the selection documents, we, the undersigned, hereby offer to provide the related goods and services required for the *Turnkey Acquisition of the Argentine Pavilion at "EXPO 2020 DUBAI. Connecting Minds, Creating the Future", United Arab Emirates* for the amount to be established according to the Price List Form: Commercial Bid, attached hereto in Envelope No. 2, duly labelled and sealed.

In case our Proposal is accepted, we undertake to deliver all goods and services detailed in the Request for Proposal and its annexes within the period stated therein and in full, in accordance with the established provisions.

We agree to abide by this Proposal for a period of ninety (90) days as of the date established to open the proposals sent as part of the Request for Proposals. The Proposal sent shall be binding to the undersigned and may be accepted at any time within the aforementioned period.

We declare that all the information included, and the statements made in this Proposal are true, and we accept that any misunderstanding or misinterpretation therein may lead to our disqualification.

We understand that you have no obligation to accept all the proposals you receive.

In addition, we hereby ensure:

- That we have not been suspended, excluded, or otherwise identified as inadmissible by any United Nations Organisation;
- That the goods and services we offer to provide do not create any actual or perceived conflict of interest;
- That we have not been declared bankrupt, we have not filed for bankruptcy proceedings and we face no pending lawsuits or legal actions that could prevent us from providing the services we offer in the foreseeable future.

I, the undersigned, hereby certify that I have been duly authorised by \_\_\_\_\_ to sign this Proposal and to be bound by it in case the UNDP accepts it.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## FORM B - BIDDER INFORMATION FORM

*[The Bidder shall fill out this form according to the following instructions. No amendments to this form or alternative documents shall be accepted.]*

Date: *[Indicate the date (day, month and year) when the bid was submitted.]*

Request for Proposal No.: *[Indicate the bidding process number]*

1. Bidder's registered name <i>[indicate the bidder's registered name]</i>
2. If it is a Joint Venture or Consortium, registered name of each member: <i>[Indicate the registered name of each member of the Joint Venture or Consortium]</i>
3. Country where the Bidder is currently registered or where it intends to register <i>[Indicate the Bidder's country of nationality or the country where it intends to register]</i>
4. Bidder's year of registration: <i>[Indicate the year when the Bidder was registered]</i>
5. Bidder's legal address in the country where it is registered: <i>[Indicate the Bidder's legal address in the country where it is registered]</i>
6. Information of the Bidder's authorised representative Name: <i>[Indicate the name of the authorised representative]</i> Address: <i>[Indicate the address of the authorised representative]</i> Phone and fax numbers: <i>[Indicate the phone and fax numbers of the authorised representative]</i> Email address: <i>Indicate the email address of the authorised representative]</i>
7. Two original copies of the following documents are attached: <i>[Tick the boxes corresponding to the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of the company indicated in Paragraph 1 above.  <input type="checkbox"/> In case it is a Joint Venture or a Consortium, letter of intent to become part of the Joint Venture or a Consortium, or association agreement for the Joint Venture or Consortium.  <input type="checkbox"/> In case it is a government body in the Purchaser's country, documents that prove its legal and financial autonomy, and its compliance with commercial laws.

## FORM C - JOINT VENTURE OR CONSORTIUM MEMBER INFORMATION FORM

Name of Bidder:	Insert the name of the Bidder	Date:	Select date
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To be completed and returned with the Proposal in case the Proposal is submitted by a Joint Venture, Consortium or Association.

N°	Partner's name and contact information (address, phone numbers, fax numbers, email address)	Proposed share of duties (in %) and type of goods and/or services each of the parties shall deliver
1	[Fill out]	[Fill out]
2	[Fill out]	[Fill out]
3	[Fill out]	[Fill out]

<b>Main Partner's Name</b> (Authorised to bind the Joint Venture, Consortium or Association during the selection process and, in case a Contract is awarded, during the Contract's performance)	[Fill out]
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Attached you will find a copy of the document referred to below, signed by each associate, detailing the expected legal business structure and including a confirmation that each member of the group shall be jointly and severally liable.

☐ Letter of intent to create a Joint Venture, or

☐ Association agreement for a Joint Venture, Consortium or Partnership

In addition to all the requirements imposed by any specific legal regulations, the attached document expressly contains the following:

A) The purpose of the association, which shall match this bid's purpose, indicating the specific activities and means intended to attain such purpose;

b) An express commitment by each of its members to be mainly, jointly and severally liable for each and every obligation arising from this bid and/or from the Contract award, and any contractual obligation for the term of the Contract;



c) A commitment to:

- i) Maintain the validity of the association agreement for a term equal to or greater than the term established for the fulfilment of all the obligations arising from this tender;
- ii) Introduce no amendments in the articles of incorporation of the member companies that may alter their liability, unless they have obtained prior, express approval from the contracting party;
- iii) Act exclusively under the unified representation established in their respective association agreements.

d) The name; registered name; address; and registration information of the articles of incorporation or by-laws, or, when applicable, detailed information of each of the member companies. The corporate resolution adopted by the company's management body approving its association agreement, including its date and record number;

e) A special address for all purposes arising from the association agreement, both among the parties and regarding third parties; and

f) Name and address of the representative, who shall have sufficient powers granted by each and every member to exercise any rights and undertake any obligations related to the performance of all the obligations emerging from this bid.

We hereby confirm that, in case the Contract is awarded, all the parties to the Joint Venture, Consortium or Partnership shall be jointly and severally liable before the UNDP ARG 19006 Project for compliance with Contract provisions.

Partner's Name:

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Signature:

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Date:

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Partner's Name:

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Signature:

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Date:

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Partner's Name:

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Signature:

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Date:

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Partner's Name:

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Signature:

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Date:

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## FORM D - ELIGIBILITY AND QUALIFICATIONS FORM

Name of Bidder:	Insert the name of the Bidder	Date:	Select date
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In the case of Joint Ventures, Consortiums or Partnerships, this form shall be filled out by each partner.

Experience: List only the Contracts by virtue of which the Bidder has been legally contracted or subcontracted by the Customer as a company or as one of the members of the Consortium or Joint Venture. The activities and duties completed by the Bidder's independent individual experts or through other companies may not be submitted as relevant experience for either the Bidder or the Bidder's partners or subcontractors. The Bidder shall be prepared to provide relevant documents and references to support the experience indicated when requested by the UNDP ARG 19006 Project.

Project name and hiring country	Customer contact details and contact person	Contract price	Active period and current status	Type and location of activities performed

*Bidders may also attach their own Project Data Sheets with more details regarding the aforementioned assignments.*

- ☐ A successful performance statement of the Contracts listed, issued by the contracting party for such contracts, is attached to prove that the Bidder meets the general and specific experience criteria (mandatory requirement).

## Financial Position

<b>Annual turnover for the last 3 years</b>	Year:	USD:
	Year:	USD:
	Year:	USD:

<b>Financial information</b> (in USD)	<b>Financial records for the last 3 years</b>		
	Year 1:	Year 2:	Year 3:
	<i>Balance sheet information</i>		
Current assets			
Current liabilities			
Total assets			
Total liabilities			
	<i>Income statement information</i>		
Total income / Net revenue			
Earnings before taxes			
Net earnings			

☐ Copies of the audited financial statements (balance sheets, including all related notes and income statements) for the previously required years are attached (mandatory requirement), according to the following conditions:

- a) The financial statements shall reflect the financial situation of the Bidder or of each member in a Joint Venture, and not that of companies from the same corporation and/or branches.
- b) Historical financial statements shall be audited by a public accountant and certified by the Professional Association of Economic Sciences or an equivalent organisation, according to the Bidder's registered office.
- c) Historical financial statements shall correspond to fiscal periods already completed and audited. No financial statements for partial periods shall be accepted.
- d) In case the balance sheets were not reported in United States dollars, a conversion of the final results into United States dollars shall be included. Such

conversion shall be determined based on the selling rate of Banco de la Nación Argentina for the day before the balance sheet is closed, signed by a public accountant and certified by the Argentine Professional Association of Economic Sciences. A note shall be attached to such conversion where the public accountant explains the method used for the conversion and the accounts included in each financial statement.

## FORM E - PRICE LIST: COMMERCIAL BID

In addition to providing a single, final price, the Contractor shall include a breakdown of costs for each item and fill out the price list.

The quoted price shall not include the Value Added Tax (VAT) (Law 23,349 as amended). Notwithstanding the above, the appropriate VAT percentage shall be indicated. It is expressly stated that invoices shall be issued according to Resolution N° 3349/91 of the Argentine Tax Authority (DGI) and its Supplementary Circular ADM 0129/07.

Except for the VAT, any other tax on the goods or connected activities shall be included in the price.

**Currency:** United States dollar.

The following form shall be used to prepare the list of prices to be quoted:

<b>Price Schedule:</b>				
<b>Activity Description / Item</b>		<b>Unit price</b>	<b>Quantity</b>	<b>Total price</b>
<b>Total, single and final price</b>				<b>USD</b>

(\*) The final price shall include all direct and indirect costs.

I, the undersigned, confirm that I have the necessary authorisation from [insert Bidder's full name] to sign this Proposal and enter into a binding agreement between [insert Bidder's full name] and the UNDP ARG 19006 Project in case the Proposal is accepted:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## FORM F - CONTRACT BOND

To: UNDP ARG 19006 Project

WHEREAS [Contractor's name and address] (hereinafter referred to as the "Contractor"), under the Contract dated ....., has agreed to perform ..... (hereinafter referred to as "the Contract"):

WHEREAS in such Contract it has been established that the Contractor shall provide a Contract Bond issued by a recognised, well-established bank for the amount specified therein as a guaranty of faithful performance of all undertakings promised in the Contract:

AND WHEREAS we have agreed to grant the Contractor such Contract Bond:

NOW THEREFORE, we hereby state that we, as Guarantors, shall be responsible before you or whomever is in your contractual position, pursuant to Section Nine of the Specific Terms and Conditions of the Contract, for and on behalf of the Contractor, for a total amount of up to [*bond amount*] [*in letters*], amount that shall be payable in the currencies and the proportion that correspond to the Contract Price; and we undertake to pay you, against the first written claim and without any objection, any amount within [*amount of the aforementioned bond*] without the need to provide us with any evidence, justification or reason to claim the amount specified therein.

This bond shall be valid for 30 days after a certificate of successful compliance with the Contract is issued by the UNDP ARG 19006 Project.

### GUARANTOR'S SIGNATURE AND SEAL

Date.....

Bank name.....

Address.....

