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REQUEST FOR PROPOSAL

Consulting Service for the Design of EOC Buildings in Majuro and Ebeye – Republic of Marshall Islands

RFP No.: RFP/FJI/JPN/001/20

Project: UNDP Enhancing Disaster and Climate Resilience in RMI Project

Country: Republic of Marshall Islands

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Contents

Section 1. Letter of Invitation	4
Section 2. Instruction to Bidders	5
I. GENERAL PROVISIONS	5
1. Introduction	5
2. Fraud & Corruption, Gifts and Hospitality	5
3. Eligibility	5
4. Conflict of Interests	6
II. PREPARATION OF PROPOSALS	6
5. General Considerations	6
6. Cost of Preparation of Proposal	6
7. Language	6
8. Documents Comprising the Proposal	7
9. Documents Establishing the Eligibility and Qualifications of the Bidder	7
10. Technical Proposal Format and Content	7
11. Financial Proposals	7
12. Proposal Security	7
13. Currencies	8
14. Joint Venture, Consortium or Association	8
15. Only One Proposal	9
16. Proposal Validity Period	9
17. Extension of Proposal Validity Period	9
18. Clarification of Proposal	9
19. Amendment of Proposals	10
20. Alternative Proposals	10
21. Pre-Bid Conference	10
III. SUBMISSION AND OPENING OF PROPOSALS	10
22. Submission	10
23. Deadline for Submission of Proposals and Late Proposals	12
24. Withdrawal, Substitution, and Modification of Proposals	12
25. Proposal Opening	12
IV. EVALUATION OF PROPOSALS	12
26. Confidentiality	12
27. Evaluation of Proposals	12

28.	Preliminary Examination	13
29.	Evaluation of Eligibility and Qualification	13
30.	Evaluation of Technical and Financial Proposals	13
31.	Due Diligence	14
32.	Clarification of Proposals	14
33.	Responsiveness of Proposal	14
34.	Nonconformities, Repairable Errors and Omissions	15
V.	AWARD OF CONTRACT	15
35.	Right to Accept, Reject, Any or All Proposals	15
36.	Award Criteria	15
37.	Debriefing	15
38.	Right to Vary Requirements at the Time of Award	15
39.	Contract Signature	16
40.	Contract Type and General Terms and Conditions	16
41.	Performance Security	16
42.	Bank Guarantee for Advanced Payment	16
43.	Liquidated Damages	16
44.	Payment Provisions	16
45.	Vendor Protest	16
46.	Other Provisions	16
	Section 3. Bid Data Sheet	1
	Section 4. Evaluation Criteria	4
	Section 6: Returnable Bidding Forms / Checklist	1
	FORM A: TECHNICAL PROPOSAL SUBMISSION FORM	1
	FORM B: BIDDER INFORMATION FORM	2
	FORM D: QUALIFICATION FORM	5
	FORM E: FORMAT OF TECHNICAL PROPOSAL	7
	FORM F: FINANCIAL PROPOSAL SUBMISSION FORM	10
	Form G: Financial Proposal Form	11

Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference

- Annex 1. Contract for Goods and/or Services template
- Annex 2. General Terms and Conditions for Contract
- Annex 3. UN Supplier Code of Conduct
- Annex 4. Site plans, photos and space planning for Majuro and Ebeye
- Annex 4.1 Site plans for Majuro and Ebeye
- Annex 4.2 Majuro site photos
- Annex 4.3 Majuro site Concept Architecture
- Annex 4.4 Majuro site Space planning
- Annex 4.5 Ebeye site Space planning

Section 6: Returnable Bidding Forms

- Form A: Technical Proposal Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Proposal
- Form F: Financial Proposal Submission Form
- Form G: Financial Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to akmaljon.topivoldiev@undp.org, indicating whether you intend to submit a Proposal or otherwise. You may utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Sincerely,

Procurement Unit, UNDP Pacific Office

Section 2. Instruction to Bidders

I. GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

<p>4. Conflict of Interests</p>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure. <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
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II. PREPARATION OF PROPOSALS

<p>5. General Considerations</p>	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
<p>6. Cost of Preparation of Proposal</p>	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<p>7. Language</p>	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by</p>

	the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Proposal	8.1 The Proposal shall comprise of the following documents: c) Documents Establishing the Eligibility and Qualifications of the Bidder; d) Technical Proposal; e) Financial Proposal; f) Proposal Security, if required by BDS; g) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Proposal Format and Content	10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP. 10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive. 10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP 10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
11. Financial Proposals	11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. 11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price. 11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.
12. Proposal Security	12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal. 12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected. 12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal. 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS. 12.5 The Proposal Security may be forfeited by UNDP, and the Proposal

	<p>rejected, in the event of any one or combination, of the following conditions:</p> <p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
<p>13. Currencies</p>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
<p>14. Joint Venture, Consortium or Association</p>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium</p>

	<p>or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method</p>

	<p>specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Proposals	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20. Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21. Pre-Bid Conference	<p>1.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
III. SUBMISSION AND OPENING OF PROPOSALS	
22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>

<p>Hard copy (manual) submission (Not applicable)</p>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> g) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. h) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS. <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p>
<p>Email Submission (Not applicable)</p>	<p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.
<p>eTendering submission</p>	<p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User

	<p>Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
23. Deadline for Submission of Proposals and Late Proposals	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
IV. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of</p>

<p>Proposals</p>	<p>this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> i) Preliminary Examination j) Minimum Eligibility and Qualification (if pre-qualification is not done) k) Evaluation of Technical Proposals l) Evaluation of Financial Proposals
<p>28. Preliminary Examination</p>	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
<p>29. Evaluation of Eligibility and Qualification</p>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
<p>30. Evaluation of Technical and Financial Proposals</p>	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p>

	<p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 5px;"> <p><u>Rating the Technical Proposal (TP):</u> TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u> FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u> Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<p>31. Due Diligence</p>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ol style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
<p>32. Clarification of Proposals</p>	<p>2.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
<p>33. Responsiv</p>	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the</p>

<p>ness of Proposal</p>	<p>contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<p>34. Nonconformities, Reparable Errors and Omissions</p>	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
<p>V. AWARD OF CONTRACT</p>	
<p>35. Right to Accept, Reject, Any or All Proposals</p>	<p>35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
<p>36. Award Criteria</p>	<p>36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.</p>
<p>37. Debriefing</p>	<p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.</p>
<p>38. Right to Vary Requirements at</p>	<p>38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per</p>

the Time of Award	cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at https://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
46. Other Provisions	46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have

	<p>precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>
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Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference and Pre-site visit	Pre-Proposal conference will not be conducted. The UNDP focal point for site visits are: Kulendra Verma, UNDP Project Country Coordinator based in RMI E-mail: kulendra.verma@undp.org cc: murod.ruziev@undp.org and akmaljon.topivoldiev@undp.org Site inspections will be allowed. Potential Proposers can visit the sites from 22 January 2020 to 19 February 2020, from 9AM to 4PM Marshall Time . Potential proposers must contact the abovementioned focal person for site visits at least two (2) days in advance. During the site inspections, the potential proposers are refrained from asking questions regarding the bidding process. All queries, both technical and administrative, will be responded to during the pre-proposal conference.
5	16	Proposal Validity Period	120 calendar days
6	12	Bid Security	Not required
7	42	Advanced Payment upon signing of contract	<u>Allowed up to a maximum of up to 20% of contract value.</u> If an advance payment is USD 30,000 and above, the Proposer shall submit a Bank Guarantee in the full amount of the advance payment. For details please on advanced payment bank guarantee please refer to Clause 42.1 of Section 2. Instruction to Bidders.
8	43	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.1% <i>Max. number of days of delay 30 calendar days, after which UNDP may terminate the contract.</i> The contractor is expected to submit the designs to UNDP within 6 months after signing of contract. UNDP will accept a maximum delay of 15 calendar days, then liquidated damage will take effect.
9	41	Performance Security	Required in the amount of 10% of contract amount. Please refer to Clause 41 of Section 2. Instruction to Bidders on performance security requirements.

10	13	Currency of Proposal	US Dollars only
11	18	Deadline for submitting requests for clarifications/ questions	5 working days before the submission deadline
12	32	Contact Details for submitting clarifications/ questions	Focal Person in UNDP: Murod Ruziev Address: United Nations Development Programme, Level 8 Kadavu House, 414 Victoria Parade, Suva, Fiji E-mail address: murod.ruziev@undp.org cc. akmaljon.topivoldiev@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email, e-Tendering, and Posting on the website
14	23	Deadline for Submission	For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. PLEASE NOTE: <ul style="list-style-type: none"> ✓ Date and time visible on the main screen of event (on eTendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the eTendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. ✓ In case of any discrepancies, the deadline indicated in the system shall prevail Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Proposals	e-Tendering Username: event.guest Password: why2change
15	22	Proposal Submission Address	https://etendering.partneragencies.org Business Unit Code: FJI10 Event ID: 0000005210
16	22	eTendering requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password protected Financial Proposal in .pdf should be uploaded in the system, and in the system Bidders must insert

			<p>"1" in the line item unit price. Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP.</p> <ul style="list-style-type: none"> Documents which are required in original (e.g. Bid/Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: United Nations Development Programme Level 8 Kadavu House 414 Victoria Parade Suva, Fiji
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively The minimum technical score required to pass is 70%.</p>
18	31	Due Diligent	<p>As part of post qualification, UNDP will reserve the right to request and check past performance as per paragraph 31 of the section 2.</p>
19		Expected date for commencement of Contract	<p><i>March 20, 2020</i></p>
20		Maximum expected duration of contract	<p><i>6 Months</i></p>
21	35	UNDP will award the contract to:	<p>One Proposer Only</p>
22	40	Type of Contract	<p>Model Contract for Goods and/or Services for UNDP</p>
23	40	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services Please see Annex 1 for the Contract for Goods and/or Services template, Annex 2 for the General Terms and Conditions for Contract, and Annex 3 for UN Supplier Code of Conduct.</p>
24		Other Information Related to the RFP	<p>NOTE: The Technical Proposal and Financial Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Technical Proposal has been found to be pass the technical evaluation stage. Once a Technical Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the Financial Proposal.</p> <p>NOTE: DO NOT ENTER BID AMOUNT IN THE SYSTEM, INSTEAD ENTER THE NUMBER 1.</p> <p>The step by step instructions for registration of bidders and quotation submission through the UNDP ATLAS e-Tendering system is available in the attached "Instructions Manual for the Bidders".</p>

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney if submitting on behalf of other organization
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
Certificates, Licenses and Other Eligibility Documents	<ul style="list-style-type: none"> ▪ Latest Certificate of Registration of the business ▪ Copy of Company Charter ▪ Track Record – list of clients for similar services for the last 3 years as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references ▪ Minimum three reference letters from prior customers ▪ Signed and dated resumes and declaration of availability of involved specialists for the period of contract implementation ▪ Quality Certificate (e.g., ISO 14001 or 14064 or equivalent) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any 	

	<ul style="list-style-type: none"> ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in the country of registration ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney or designation of the official who signed bidding documents on behalf of the company 	
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 5 years of relevant experience in engineering design, construction supervision preferable on public infrastructure development and restoration and rehabilitation, public buildings, education (schools) or similar related infrastructures <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Minimum 1 contract of similar value, nature and complexity implemented over the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD 500,000 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	400
3.	Management Structure and Key Personnel	300
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	<p>Reputation of Organization and Staff Credibility / Reliability / Industry Standing</p> <ul style="list-style-type: none"> - government buildings, emergency operations centers, temporary evacuation shelters, fire stations, and warehouses – 50 points - More than 1 similar contract for the last 3 years – 10 points. Each additional similar contract earns 5 points up to maximum 20 points. - firm's past performance in producing consistently good outcomes – 20 points (evidenced by three satisfactory performance certificates in civil works planning and designing of government buildings, emergency operations centers, temporary evacuation shelters, fire stations, and warehouses) 	90
1.2	<p>Visible organizational capabilities which are likely to enhance or impede implementation:</p> <ul style="list-style-type: none"> - management structure and project management controls, extent to which any work would be subcontracted – 20 points - operational history, minimum 5 years – 15 points. 1 point per each additional year, up to maximum of 20 points - strength of project management support, in terms of in-country resources allocated to this Project. In-country team composition as per the table in Section 5, VII – Consultant's preferred profile, bullet point "Team Composition" – 20 points 	60
1.3	<p>Quality of specialized knowledge and experience on similar engagements completed predominantly in the Pacific, particularly RMI, FSM, Guam, and Palau.</p> <ul style="list-style-type: none"> - more than 5 years' experience in providing multidisciplinary consulting engineering services – 70 points - 5 years of experience in the design of government buildings, emergency operations centers, temporary evacuation shelters, fire stations, and warehouses - 30 points. 5 points per each additional year, up to maximum of 50 points 	120
1.4	<p>Organizational Commitment to Sustainability</p> <ul style="list-style-type: none"> -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points -Organization demonstrates significant commitment to sustainability through some other means, for example public diplomacy policy, internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues 10 points 	30
Total Section 1		300

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Understanding of the requirement: <ul style="list-style-type: none"> - Have the important aspects of the task been addressed in sufficient detail? 40 points - Are the different components of the project adequately weighted relative to one another? 30 points - Is there a clear understanding of International Building Code, UFC, and RMI construction regulations and standards? 30 points 	100
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	120
2.3	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement, with particular emphasis to UNDP's Social and Environmental Standards and The Republic of the Marshall Islands Environmental protection Agency's standards and regulations.	80
2.4	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic and effectively implement sustainability measures in the execution of the contract	100
Total Section 2		400

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?	50
3.2	Qualifications of key personnel proposed	
3.2 a	Team Leader	100
	- General Experience – at least 10 years managing design and supervision teams	10
	- Specific Experience relevant to the assignment – at least 10 years' experience in designing government facilities, emergency operations centers, temporary evacuation shelters, fire stations, and warehousing or similar nature of services – 25 points. 5 points per each additional two years, up to maximum of 40 points	40
	- Pacific Regional/International/RMI experience – Tropical Cyclone, Tsunami, Storm Surge, Flooding, and Climate Change – 10 points. 5 points per each additional two years, up to maximum 20 points	20
	- English – preferably management level fluency; able to accurately interpret International and national regulations, standards & drawings	10
	Minimum university degree in Civil Engineering or Architecture & having a current unexpired license registered with an internationally recognized professional body/organization	20
	If the "Team Leader" does not meet the minimum university degree and licensing, the CV will be disqualified	

	*Engineering/Architecture degrees shall be through an accredited program recognized by competent authority in the country where the issuing institution is based		
3.2 b	Quantity Surveyor		50
	- General Experience – at least 10 years’ experience in Quantity Surveying	10	
	- Specific Experience relevant to the assignment – at least 10 years design experience in government facilities, emergency operations centers, temporary evacuation shelters, and warehouses or similar nature of services - Tropical Cyclone, Tsunami, Storm Surge, Flooding, and Climate Change or similar structures – 20 points. 5 points per each additional two years, up to maximum 30 points	20	
	- Pacific Regional/International/RMI experience	10	
	- English – preferably management level fluency; able to accurately interpret International and National regulations, standards & drawings	05	
	Minimum bachelor’s degree in quantity surveying/Civil Engineering & having a current unexpired license registered with an internationally recognized professional body/organization *Engineering degrees shall be through an accredited program recognized by competent authority in the country where the issuing institution is based.	05	
3.2 c	Structural Engineer		50
	- General Experience – at least 10 years of experience in structural design	10	
	- Specific Experience relevant to the assignment – at least 10 years of experience in government facilities, emergency operations centers, temporary evacuation shelters, fire stations, and warehouses or similar nature of services - Tropical Cyclone, Tsunami, Storm Surge, Flooding, and Climate Change or similar nature of services – 20 points. 5 points per each additional two years, up to maximum 30 points	20	
	- Pacific Regional/International/RMI multi-province experience	10	
	- English – preferably management level fluency; able to accurately interpret International and national regulations, standards & drawings	05	
	Minimum bachelor’s degree in Structural Engineering & having a current unexpired license registered with an internationally recognized professional body/organization (if the “Structural Engineer” does not meet the minimum bachelor’s degree, the CV will be disqualified. *the degree shall be through an accredited program recognized by competent authority in the country where the issuing institution is based.	05	
Total Section 3			300

DESIGN SERVICES

Emergency Operations Centers in Majuro and Ebeye in RMI

The Consultant shall be required to provide Detailed A&E Design Services for the following buildings and supporting civil infrastructure in Majuro, Majuro Atoll & Ebeye, Kwajalein Atoll:

- ***One NDMO/NEOC Building/Warehouse/Shelter & one NTA Data Center – Delap, Majuro Atoll***
- ***One NDMO/NEOC building/shelter – Ebeye, Kwajalein Atoll***

I. PROJECT DESCRIPTION

A. Rationale / background and the project objectives

Background:

The project aims to improve the capacity for preparedness and mitigation to man-made, geo-physical and climate related hazards and to climate change impact. This initiative will be implemented in three countries: The Federated States of Micronesia (FSM), the Republic of the Marshall Islands (RMI), and Palau. The project will respond to Outcome 1 of the UN Pacific Strategy 2018-2022: By 202, people and ecosystems in the Pacific are more resilient to the impacts of climate change, climate variability and disasters; and environmental protection is strengthened. The cooperation with the Government of Japan will contribute to achieving the goals of the Sendai Framework for Disaster Risk Reduction, elimination of threat to human security and protect gains of sustainable development. It is in line with the Japan Country Assistance Policy in these three countries and the priority areas: 1) Overcoming Vulnerability and 2) Environment and Climate Change.

In line with the overall outcome, the overall project goal is to effectively address the consequences of, and responses to, geophysical and climate-related hazards to protect lives, sustain livelihoods, preserve the environment and safeguard the economy. The outcome will be achieved through 3 expected outputs: 1- Strengthened Disaster Communication and Climate and Tsunami Monitoring Systems, to be implemented in FSM, RMI, and Palau, 2-Enhanced National and State Disaster preparedness capacity, to be implemented in FSM, RMI and Palau, 3-Enhanced Community Disaster and Climate Resilience through improved water and food resource management and inclusive livelihood diversification, to be implemented in FSM and Palau.

The RMI National Disaster Management Office, under the Office of the Chief Secretary, currently does not have their own facility in Majuro; and emergency equipment and supplies are dispersed at various locations on Majuro Atoll. The intent is to consolidate all personnel and equipment/supplies in a single disaster resilient facility to increase efficiency of disaster management in RMI at the National Level, providing a National Emergency Operations Center in close proximity to Government offices, and at the same time providing office space, training space, and warehousing support to other stakeholders involved in disaster risk reduction, climate change, and emergency response activities. In addition, this building will serve as an emergency shelter for the community. As part of the agreement with the Marshall Islands National Telecommunications Authority to utilize a portion of their land, a NTA data center building will be constructed to house the backup servers of NTA.

The Office of the Chief Secretary's office in Ebeye currently provides office space to one NDMO staff representative. Due to the context and distance from Majuro, the Ebeye NDMO Office is intended to provide support to outer island emergency operations. Ebeye is prone to king tides, wave surge, tsunami, and flooding. In addition, this building will serve as an emergency shelter for the community.

Project Objectives

The purpose (outcome) of the project is to enhance disaster management and response infrastructure of The Republic of the Marshall Islands.

The goal of the project is to consolidate The Republic of the Marshall Islands National Disaster Management Office's activities and resources in a single building in Majuro; which facilitates National and International disaster management and response activities; provides a National Emergency Operations Center for improved coordination during emergencies and training space during normal operations; provides supplemental warehouse space to store emergency response items to local emergency response stakeholders, ensures exterior space for humanitarian staging areas, and provides emergency shelter.

The second goal is to build a facility in Ebeye to improve NDMO capacities to coordinate and facilitate delivery of aid to Ebeye and outer islands, providing a local emergency operations coordination space for Local Government stakeholders, and providing emergency shelter.

The objective of this assignment is to design purpose built, safe, disaster-resilient, functional, economic, practical, environmentally friendly, sustainable, low maintenance, low energy, self-sufficient, climate adapted, and modern NDMO/NEOC facilities that are appropriate to the RMI atoll context and NDMO activities.

The programmatic response:

There are two main outputs expected to deliver through this project are:

1. Design and Construction of a new National Disaster Management Office building housing the National Emergency Operations Center and a disaster warehouse facility, a new NTA data center building housing the NTA backup servers, and associated civil works and associated civil works, in Majuro on Marshall Islands National Telecommunications Authority Land (see Annex 4.1 for a location map).
2. Design and Construction of a new National Disaster Management Office building housing the National Emergency Operations Center, and associated civil works, in Ebeye on Kwajalein Atoll (see Annex 4.1 for a location map).

Climate Change Adaptation and Proofing, Building Code Compliance, Resilient, Durable, Low maintenance and Energy Efficient principles will be reflected throughout the initiative, with a view to enhance the safety, resilience and energy-efficiency of the proposed structures/sites.

Accessibility considerations (to enable and facilitate physical access to persons with disabilities) will also inform the design of infrastructure rehabilitation or reconstruction projects.

Best practice in *social and environmental standards* will also be adopted by the Project.

The project's objectives aligned with the Sustainable Development Goals (SDGs) as well as with the Sendai Framework for Disaster Risk Reduction.

Site Information:

The site where the proposed NDMO/NEOC & warehouse building and the NTA Data Center and associated work are to be constructed within the NTA compound in Delap, Majuro Atoll. The land is relatively flat and the area identified for the NDMO/NEOC & warehouse building will require the demolition of a 1 story structure. A location map and photos are attached in Annex 4.1 and 4.2. The NTA Data Center will need to be located and coordinated with NTA at another location on the NTA site away from the NDMO/NEOC Building.

The site where the proposed NDMO/NEOC building in Ebeye is located on Ebeye, Kwajalein Atoll and the GoRMI will provide the exact project site location. The land in Ebeye is relatively flat. A location map is attached in Annex 4.1.

A topographical survey has been conducted for the Majuro site and the survey files are available and can be requested from UNDP.

Distances from property boundaries and easements along roads and sidewalks will need to be accounted for in the positioning of buildings.

II. SCOPE OF SERVICES AND EXPECTED OUTPUTS

A. Scope of Services for Majuro and Ebeye

The Consultant shall be required to provide Detailed Architectural & Engineering (A&E) Design Services for the sub-projects listed and all associated civil site works:

No	Building	# Storeys	TBA sft	Notes
Sub-Project # 1 – Majuro, Majuro Atoll (NTA Site)				
1.1	NDMO/NEOC Majuro office building/warehouse/shelter	2	9000 Approx.	Concrete/Masonry Structure; warehouse at ground floor & offices and NEOC at top floor.
1.2	NTA Data Centre	2	400-650 Approx.	Concrete/Masonry Structure; clear story at ground floor & data center at top floor.
Sub-Project # 2 – Ebeye, Kwajalein Atoll (Site to be determined)				
2	NDMO/NEOC Ebeye Office building/shelter	2	3110 Approx.	Concrete/Masonry Structure; clear story at ground floor & offices top floor.

**Note: 3 separate design and construction documentation sets are required.*

The scope of the required services for each of the sub-project listed above has been divided into the following three basic phases:

- **Phase I:** Detailed A&E Designs Services and Portions of the Bidding Documents
- **Phase II:** Pre-Construction and Bidding Support Services and 95% & 100% Detailed Design Issue
- **Phase III:** Project Management & Construction Administration Support During Construction (Optional)

These phases have been furthermore subdivided into tasks/activities covering the broad spectrum of required services as presented in the following sections. Offerors are alerted that the proposed tasks/activities to achieve the overall objective of the project called upon by the scope of services shall not be considered exhaustive; they are rather indicative.

The scope of works includes all work required to design and document the NDMO/NEOC buildings and NTA data center and associated works so that the documents can be directly passed on for tender and contractor for construction.

It is proposed that the assignment will deliver as a final product the following for construction works tendering: (1) Detailed A&E design, drawings, BOQ, Technical Specifications, Instruction to Bidders, Construction General Conditions and other documentation of proposed NDMO/NEOC & Warehouse building and associated facilities in Majuro, (2) Detailed design, drawings, BOQ, Technical Specifications and other documentation of proposed NTA Data Center and associated facilities in Majuro, and (3) Detailed A&E design, drawings, BOQ, Technical Specifications, Instruction to Bidders, Construction General Conditions and other documentation of proposed NDMO/NEOC building associated facilities in Ebeye. Prior to submitting the final detailed design several supporting deliverables will be required as indicated below.

B. Phase I: Detailed A&E Designs and Portions of the Bidding Documents.

The Consultant's design services shall include but not be limited to the following:

- Establishing formal contact and working arrangements with The Office of the Chief Secretary's National Disaster Management Office and National Telecommunications Authorities (via OCS NDMO), Kwajalein Atoll Development Authority (KADA), national and local regulators, administrators, and community stakeholders; through UNDP as the focal point.

- Assisting NDMO and NTA in finalizing facility needs and space planning requirements through meetings, developing Basis of Designs (BoD), review of concept drawings and space planning documents; with UNDP providing instructions and approvals on how to proceed
- Assisting NDMO and NTA in identifying facility equipment needs; with UNDP providing instructions and approvals on how to proceed
- Using lessons learned from recent disaster damages not just Building Back Better but Build Back Tougher that accounts for Tropical Cyclones, Storm Surge, Tsunami, Flood, King Tides, Drought, Earthquakes, etc...
- Performing any necessary topographic surveys
- Designing for facilities to be used as temporary evacuation shelters
- Specifying materials that meet American material and testing standards to match those that are locally available and can be shipped rapidly to RMI. Use of Australia/New Zealand materials shall be minimized to avoid shipping delays.
- Developing an Environmental and Social Management Frame work and Plans for use throughout all subproject site activity and later occupancy
- Ensuring all designs are signed off by all appropriate government agencies (at 30%, 60%, 90%, and 100% stages)
- Preparing and submitting ITB invitation for bids and bidding documents for open competitive bidding
- Preparation of regular reports

The Consultant's design services shall acknowledge that these are fundamentally simple structures, with contextual needs already known to local officials and community stakeholders. Services will include but not be limited to the following:

1. Preliminary Stakeholder Engagement, Desktop Study, & Securing Notice to Proceed

- Establishing formal contact and working arrangements through UNDP with the Office of Chief Secretary National Disaster Management Office, Kwajalein Atoll Development Authority and other stakeholders.
- Collecting and analyzing all available documentation and identifying any gaps. The Design Consultant shall carry out a comprehensive desktop study of documents provided by UNDP. The purpose of this desktop study is to identify requirements and standards that are applicable to the design of the facility so that they can be incorporated in the design. If there is any missing documentation or information that are required for the design, the Design Consultant shall identify them promptly at this stage, inform UNDP and collect the required information or document, if available, or perform any study/assessment/tests/survey etc. that may be required.
- Collecting any relevant information regarding materials, construction practices, and cost in RMI.
- Preparing a plan of action, identifying risks and opportunities, and reconfirming the program.
- Securing all required licenses and permits
- The Consultant's Inception Report shall incorporate, but not be limited to items listed above.

2. Preliminary Design, Investigations and Planning

- **Environmental and Social Impact Assessment**

- (i) The Design Consultant shall prepare an Environmental and Social Impact Assessment Report in accordance with UNDP Social and environmental Standards and RMI EPA policies, laws, and regulations considering the various issues identified in this ToR. A single report covering all sites is acceptable provided that the report clearly separates requirements for the different sites and/or structures.
- (ii) The Consultant's ESIA Report shall incorporate, but not be limited to items listed above.

- **Geotechnical Investigation & Study Report**

- (i) Geotechnical investigations must be carried out by a registered geotechnical engineer with appropriate qualifications and relevant experience.
- (ii) A geotechnical site investigation and study shall be performed and prepared in accordance with the UFC and IBC codes.
- (iii) The report shall include, but is not limited to, (1) A site description including a description of the soil, geological, and hydrologic/Hydrogeologic setting & any void spaces and fill areas; (2) Geohazards, recommending seismic design parameters for an Importance Category IV (Essential Facility Structure), erosion, and soil stability if applicable; (3) The subsurface exploration program; (4) Laboratory Analyses Results; (5) Soil Corrosivity - Electric resistivity testing, chemical analysis, and pH of soil and water at site to determine moisture content, pH, soluble salt content & type in soil & water, sulfate levels, aeration, anaerobic conditions, and site drainage; in order to determine level of soil corrosivity and sulfate attack on concrete. Recommendations for type of buried pipes and type of cement, concrete strength, and water cement ratio (as per ACI 318); (6) Subsurface conditions - water table, soil and rock depth, voids, any fill material, etc...; (7) Liquefaction potential and recommendations; (8) Recommendations for bearing capacity (allowable and ultimate for wind/seismic), estimated settlement, sliding shear, active and passive lateral earth pressures, foundation type, foundation subgrade preparation, floor slab recommendation, pavement and sidewalk recommendations, underground utilities, etc...; (9) Construction Considerations; and (10) Required Inspections of Soils during construction.
- (iv) A single report covering all sites is acceptable provided that the report clearly separates requirements for the different sites and/or structures. Report shall be stamped and signed.
- (v) The Consultant shall pay particular attention to fill and void spaces at the sites.
- (vi) The Consultant's Geotechnical Investigation and Study Report shall incorporate, but not be limited to items listed above.

- **Site-Specific Hazard Report**

- (i) A site-specific hazard report shall be prepared considering all hazards at the sites providing appropriate recommendations for design consideration. Climate change impacts on hazards shall be included (including an assumption on which climate change model).
- (ii) A single report covering all sites is acceptable provided that the report clearly separates requirements for the different sites and/or structures. Report shall be stamped and signed by the Engineer(s) of Record.
- (iii) The Consultant's Site-Specific Hazard Report shall be concise and incorporate, but not be limited to items listed above.

- **USGBC LEED Report**

- (i) The Design Consultant shall prepare a report identifying the means and methods to implement USGBC LEED v4 for Building Design and Construction requirements to achieve a "Certified" or "Silver" Level. The report shall indicate the strategies that can be achieved in the RMI context with recommendations for incorporation in design drawings and specifications. USGBC Checklists shall be utilized throughout the project cycle.
- (ii) The Consultant shall register the project with USGBC.
- (iii) A single report covering all sites is acceptable provided that the report clearly separates requirements for the different sites and/or structures.
- (iv) The Consultant's USGBC LEED Report shall incorporate, but not be limited to items listed above.

- **Design Recommendations for RMI Atoll Environment Report**

- (i) The Design Consultant shall prepare a report providing design recommendations for buildings in a marine atoll environment. The buildings are set in a moist salt spray atoll environment exposed to high levels of UV where current existing facilities are showing signs of severe degradation that has a high impact on operations and raises safety/health concerns. The consultant shall research all available literature and standards for this report considering all disciplines for this unique atoll environment. The report shall discuss, but not be limited to, prevention of mold & mildew, prevention of leaks, termite control, natural ventilation, concrete reinforcement corrosion, sulfate attack, concrete mix designs, aggregate specifications (use of coralline materials), cement specifications, paint systems, architectural material specifications, thermal comfort, UV protection / polarization / discoloration, rain water collection/contamination, window lamination/reflectivity, and equipment specifications in order to provide criteria and recommendations that design disciplines need to follow in order to ensure a low maintenance, durable, and resilient building for a 50 year to first maintenance performance requirement and 50 year structural design life before major works.
- (ii) A single report covering all sites is acceptable provided that the report clearly separates requirements for the different sites and/or structures. Report shall be stamped and signed by the Architect and Engineer(s) of Record.
- (iii) The Consultant's Design Recommendations for RMI Atoll Environment Report shall be concise and incorporate, but not be limited to items listed above.

- **Review and Submission of New Concept Designs**

- (i) UNDP has been provided a preliminary concept design prepared by the stakeholder and/or UNDP. This concept plans and associated documents are attached in Annexes 4.1-4.5
- (ii) UNDP has also developed a draft space planning matrix in consultation with the stakeholder. Space planning is attached in Annexes 4.4 & 4.5.
- (iii) The Design Consultant shall review the proposed site plans, concept design, and space planning matrix to harmonize the concept and space planning, verify code compliance, and incorporate requirements of this ToR. The Design Consultant shall propose modifications and prepare one by one up to three (3) concept designs for the buildings, site, and supporting facilities for UNDP review and selection. This includes drawings and supporting reports. The Concept Designs shall be within the construction budget of the project.

- (vi) The Design Consultant shall also submit a Concept Level Design Criteria report/brief, that clearly specifies the standards, philosophy, quality of materials (considering the local context), and space planning for review and approval.

Each Concept Design shall have an estimated total cost broken down into building structure, equipment/furniture, and civil works.
- (vii) Facilitate meetings with Stakeholders for each Concept Design until one is selected.
- (viii) Once the proposed Concept Design has been selected, UNDP intends to have the selected Concept Design drawings and Preliminary Design Reports signed by the stakeholders, UNDP, and the Design Consultant to ensure agreement. UNDP will then issue a notice to proceed with the Detailed Design Phase.
- (ix) The Consultant's Preliminary Design Report with approved Concept Design Drawings shall incorporate, but not be limited to items listed above. Meetings and the officially signed and selected concept drawings shall be included in the report.

3. Detailed Design (30%, 60%, 90%)

- Upon selection and approval of the Design Consultant's concept design, the Design Consultant shall commence the detailed design phase comprising of, but not limited to all the below mentioned activities:
 - (i) 30% DESIGN
 - Based on the approved Concept Design, Design Consultant to develop Detailed Design to 30% to include as follows:
 - * Complete drawings for Architectural, Civil, Structural, MEP and other building services drawings necessary including preliminary Specifications
 - * 30% Design Budget Estimates
 - * Submit for review of UNDP and Stakeholders (2 weeks hold point)
 - (ii) 60% DESIGN
 - * Refine Drawings based on UNDP and Stakeholders feedback and comments of 30% DD
 - * Complete Detailed Drawings including interrelationships of structure, building services, materials and finishes
 - * Provide Drawing Schedules stipulating selected finishes, fittings, fixtures, building equipment
 - * 60% Design Estimates (Updated)
 - * Submit for review of UNDP and Stakeholders (2 weeks hold point)
 - (iii) 90% DESIGN
 - * Refine Drawings based on UNDP and Stakeholders feedback and comments of 60% DD
 - * Completed and Detailed Drawings to include all detailed sections, details, schedule, general notes, General Specifications and all other necessary construction details
 - * Final Budgetary Estimates
 - * Submit for review of UNDP and Stakeholders (2 weeks hold point)
 - * Submit version 2 of the above listed final documents and drawings after incorporating all the comments of UNDP and Stakeholders
- The detailed design shall include all aspects of design to ensure full functionality of the building for its intended use. The detailed design shall include as a minimum architectural-

interior, civil, mechanical, electrical, plumbing, fire safety, landscape, perimeter fence, security systems, and data and communications.

- At each stage of detailed design, the Design Consultant shall submit a comprehensive three-dimensional computer model and interior design walk-thru videos using a software such as AutoCAD Revit or similar. UNDP and other stakeholders shall be able to access the 3D models through a web based free software without the need for a licensed software.
- All design submissions (30%, 60%, 90%) shall provide drawings prepared at a suitable scale in accordance with international standards and practices, design criteria reports, calculations, BOQ, and construction specifications. Submissions shall be provided in electronic format through a shared drive or cloud service with access restrictions (UNDP Only). Drawings shall be submitted in AutoCAD dwg or Revit file. All other documents shall be submitted in word, ppt, and/or excel. All documents in the submission shall also be submitted in pdf. See other sections of ToR for hardcopy requirements.
- Following the 90% Detailed Design approval the Consultant shall update the 90% Detailed Design Documentation with comments and issue as 90% Detailed Design Documentation version 2
- UNDP shall review the 90% Detailed Design Documentation version 2 and confirm approval to proceed with the "Pre-Construction Bidding Support Services and 95% & 100% Detailed Design Issue Phase."
- Final Detailed Design Documents (for Tender/or for Construction)- Design Consultant shall provide final copy of the Detailed Designs to include signed and sealed drawings, specifications, final estimates and all associated design calculations. Any supporting documents which deemed necessary as part of the final design submission shall be provided by the Design Consultant.
- **Architectural and Interior Design** shall comply with the requirements of the latest edition of the International Building Code (2018) and UFC Guidelines (including EOC Planning Guidelines UFC 4-141-04). Particular attention shall be placed on efficient warehouse and emergency operations, temporary sheltering, and access for persons with disabilities. Ceilings should be avoided and exposed structure is preferred. Reflected ceiling plans (noting that the structure serves as the ceiling) and window/shutter/door/rolling-door schedules (noting cyclone requirements) shall be provided. Architectural Design will be reviewed by UNDP at all stages. Additional notes on architectural design:
 - It is expected that the outlook of the concept design for the proposed NDMO/NEOC building and NTA Data Center in Majuro will be altered by the Design Consultant. Stakeholders have generally agreed to the general shape and programming of the building, but the Design Consultant has the ability to provide several different concepts and site plans that fit the site, has greater efficiency, and meets the proposed space planning requirements (See Annex 4.4). The Concept for Ebeye is less developed and the Design Consultant is required to prepare a new concept based on Annex 4.5.
 - The Design Consultant shall assess the internal layout of the concept design and make necessary changes to comply with the requirements of the standards, policies, and guidelines that are applicable. Any change proposed will have to be discussed with the stakeholders and agreed upon prior to proceeding on to detailed designs. UNDP project team will facilitate the discussions with stakeholders for necessary approvals.
 - Due consideration shall be given to weather conditions and cultural and social norms in RMI when designing health and amenities of the buildings.

- **Civil Design** must be carried out by a registered civil engineer with appropriate qualifications and relevant experience. Civil Design shall comply with the requirements of the latest edition of the International Building Code, UFC Guidelines and other applicable standards and codes listed in this document. All storm, sewage, and water systems shall include climate change impacts. Civil Design will be reviewed by UNDP at all stages.
- **Mechanical Design** must be carried out by a registered mechanical engineer with suitable qualifications and substantial experience in mechanical engineering design for buildings. The mechanical engineering design shall include the design of all mechanical systems to function the building including suitable heating, ventilating and air conditioning systems, plumbing, drainage, fire protection systems, and other mechanical systems. Mechanical systems are not intended to be complex. Designing climatically comfortable energy efficient interior environments, using shading, appropriate window types/films, solar energy panels & storage, cross flow natural ventilation, ceiling fans under-cladding & ceiling insulation and high reflectivity roofing paints is a requirement. Mechanical drawings and specifications shall be appropriately detailed illustrating: equipment; piping; fittings; electromechanical components; connections, etc. Mechanical Engineering design documentation shall be submitted to UNDP for review at all stages.
- **Electrical Design** must be carried out by a registered electrical engineer with suitable qualifications and relevant experience. Electrical design shall include design of all electrical systems including power systems, internal and external lighting, security lighting, communications, alarm systems, lightning protection, grounding system and controls, backup generator system, solar power system and all other electrical systems required to function the building properly to serve the purpose it is intended for. Electrical drawings and specifications shall include wiring diagrams, transformers, single line diagrams, standby power generation set; site illumination, cabling, grounding, control, instrumentation, etc... The drawings shall illustrate electric operation and control panels, switchboards; measurement equipment panels; synchronizing equipment; lighting panels, etc. Electrical design shall be submitted to UNDP at all stages.
- **Plumbing / Hydraulic Design** shall be carried out by a suitably qualified and experienced civil hydraulic engineer. Hydraulic design shall include sanitary drainage, solid waste and venting, plumbing and venting, cold and hot water supplies, rainwater and stormwater drainage, gas devices, fire hydrants and hose reel services, pumps, fire sprinklers and on-site domestic waste management systems. The work also includes design of an elevated water tank and water reticulation system. Civil and Hydraulic Engineering design documentation shall be submitted to UNDP for review at all stages.
- **Design of Fire Safety / Protection systems** shall include all features required to make the facility and the end-users safe against a possible fire. In the selection of building materials, the Design Consultant shall pay special attention to the fire retarding properties of the materials. As required by relevant standards and codes, the buildings shall be fitted with fire sprinklers, smoke alarms, fire rated doors and windows, strategically located firefighting equipment and all other features to eliminate the risk of damage due to fire to the buildings and surrounding. Of special note are the following:
 - The Design Consultant shall consult with NTA regarding the fire safety requirements of the data center.
 - In the absence of fire regulations in RMI, it is suggested that the standards and guides of US National Fire Protection Association (NFPA) be used as the first reference for fire safety designs. In adopting the specified standards and guides, the Design Consultant must use professional judgement to ensure that collective measures taken to mitigate fire risk to human life represents the best achievable

solution in the circumstances. The risk to infrastructure itself must also be considered, but this is secondary to life safety.

- **Landscape Design** shall be carried out by a suitably qualified and experienced landscape designer. Landscape design shall be carried out based on sound ecological, social/cultural and economic principles. The landscape design shall include as a minimum the landform itself, circulation routes such as vehicle access, footpaths, steps, ramps, railing including accessibility concerns, vegetation and planting, water features, art and other installations, outdoor furniture, lighting, drainage, signage and carparks. There are a number of trees on site which must be protected as much as practically possible and they must be incorporated into new landscape design. Design Consultant shall incorporate locally grown plants and trees in the new landscape design. Space shall be allowed for parking of vehicles within the building premises, with a parking close to the building entry for persons with disabilities. The parking area shall also serve as a logistics and humanitarian staging area. Landscape design must comply with the following standards and specifications as a minimum:
 - International Building Code.
- **Structural Design** must be carried out by a registered structural engineer with appropriate qualifications and relevant experience. Structural design shall include design of all structural components and members for the building to function for the purpose it is intended for. This includes non-structural bracing. Structural design parameters shall be as listed in the General Requirements/Responsibilities section.
- **Security System Design** shall be carried out by a qualified and experienced security personnel. Security system shall include all features that are required to ensure safety and security of the facilities to be provided and people who will be using them from theft, malicious damage or similar attacks. Some notes for the designs:
 - A safe room shall be identified in the buildings, noting that the buildings are considered emergency shelters.
 - Site walls and fencing is likely not required around the full perimeter, but there is an expectation that walls be installed on boundaries having neighbors and/or roads to control access and reduce noise to the site. In addition, site walls should provide some level of separation of privacy between the public and emergency/logistics operations. Crime and theft may increase during emergencies. The Design Consultant is to assess the risk and determine whether partial or full site fencing is required.
 - CCTV and alarm systems are not expected, but physical barriers and durable systems shall be specified to minimize break-ins, theft, and vandalism.
- **Data and Telecommunications Design** shall be carried out by qualified and experienced data and telecommunications personnel. Phone, internet, radio, VSAT, EOC operations room displays, and antennae systems shall be part of the design and specifications submission. The Design Consultant is responsible for consulting with the stakeholder to determine needs and verifying interoperability with current systems/equipment and future systems/equipment. Design shall be reviewed by UNDP at all stages.
- **Special Design Considerations:**
 - The buildings shall have an open floor plan minimizing solid interior walls to ensure future flexibility and interior alterations. Exterior windows shall be maximized to reflect the NDMO's work to have maximum visibility of the situation on the atoll, while ensuring adequate shading and thermal efficiency and comfort.
 - Building ceiling heights (floor to underside of structure since the structure shall serve as the exposed ceiling) shall be 14 feet to allow large displays and planning boards

and facilitate natural ventilation. Warehouse ceiling heights shall be specified to allow forklift operations and the installation of storage/pallet racks.

- The warehouse shall be an open space that allows forklift operations; and shall include a temperature-controlled room to store emergency response non-food item perishables. Floor finishes in warehouse areas shall be epoxy coated.
- Floor finishes within offices shall not be carpeted or tiled and shall either be a sealed concrete finish or vinyl that can be easily maintained and/or replaced.
- Access to the facility by aged persons, persons with disabilities, children, and expecting mothers shall be considered in design; especially when considering that these facilities will be used as temporary shelters.
- The buildings shall be designed to UFC standards to ensure that NDMO has access to COFA funding in the future.

- **Durability & Maintenance Notes:**

- The Consultant shall take in to account the limitations in maintenance capabilities of the beneficiaries in RMI and provide a design that can be easily maintained by local authorities after completion. It is expected that the Consultant will strike the right balance between incorporating modern building design aspects in to the building and the need to keep the maintenance requirements as simple and low cost as possible.
- It is expected that the time to first maintenance shall be 50 years with a building Design Life of 50 years.

- **Materials Selection Notes:**

- Asbestos or Asbestos Containing Material (ACM) shall not be imported, used during construction, nor be incorporated into building designs/specifications.
- Appropriate environmentally friendly termite ground treatment must be specified for this building that also considers the water table depth. It is expected that treatment will be performed beneath the building prior to filling and pouring of the ground floor and for the whole site. Termite resistant strategies/detailing and materials shall be incorporated in design drawings and specifications. The use of timber and potential void spaces for nests shall be minimized. When structural timber is utilized it shall be appropriately treated. The treatment system that is to be specified in the design must carry a guarantee of a minimum of ten years.
- Hot-dipped galvanizing or epoxy coated concrete steel reinforcement shall be used.

- **Services and Equipment Notes:**

- The Design Consultant shall consider the operating budget of NDMO for the design of the electrical, fuel, and water supply systems.
- The Design Consultant shall design water storage tanks and the reticulation system to supply water to the facilities; noting that the NDMO/NEOC buildings may serve as a temporary shelter for 24-36 hours. The facilities need to be self-sufficient for at least 2 weeks for water. Fresh water is expected to be used throughout the facility (no salt water in the plumbing or fire systems). Salt water tanks shall be designed so that emergency responders can maintain and utilize their reverse osmosis emergency equipment in the parking area (There may be a case where NDMO may produce fresh water for the community from their buildings).
- Drinking water is typically purchased as bottles or large containers for use with water dispensers. A storage room shall be provided to store sufficient drinking water for 2

weeks should RMI run out of bottled and/or filtered water. The Design Consultant shall consider a permanent reverse osmosis and UV treatment system, that meets RMI EPA requirements, that can be used to refill drinking water containers. These systems can be found in Majuro at drinking water suppliers.

- Exterior water supply outlets shall be provided for flushing and cleaning of equipment and vehicles. In emergency situations water tanks may be connected to a reverse osmosis unit.
 - Water tanks (fresh, rain, salt) shall be designed as an elevated tank at a suitable location within the compound. Tanks should be enclosed and fabricated of UV resistant materials. The size of the tank shall be determined based on the demand.
 - Sewerage reticulation and treatment systems are available and generally septic tanks are not permitted by RMI EPA in town. The Design Consultant shall consider how to handle sewage during an emergency response if the atoll is flooded/inundated and the municipal sewerage reticulation system is no longer functioning. This may require the design of a temporary emergency septic tank that is empty during normal operations. Minimum sanitation standards during emergency response shall consider the use of the SPHERE Standards. Low or no-flush systems should be avoided due to health and RMI specific challenges. The results of the assessment shall be provided to UNDP as part of the Design Criteria report.
 - RMI has a municipal electrical supply but the service is not reliable. The building shall be designed so that it can be connected to the municipal grid. However, a backup generator system shall be designed with automatic switch over when power supply drops off or is inadequate. The facilities need to be self-sufficient for at least 2 weeks for water and power (water tanks, generators, and sufficient fuel for generator, vehicles, and emergency response equipment).
 - Centralized HVAC shall be avoided. Split or Multi-Split Unit Air-conditioning System is the preferred practice.
 - Electrical outlets shall be at a sufficient density at floor level and ceiling level to allow maximum flexibility of emergency operations centers; including sufficient density for displays. Floor mounted outlets shall also be provided. International Universal Plug Wall Sockets, compatible with various global plugs, with USB port power charger, and LED lights and on/off switches shall be provided in order to maximize flexibility.
 - The Design Consultant is expected to research and coordinate with UNDP the stakeholders current and future data and telecommunications needs. UNDP can provide an existing and future NDMO/NEOC and NTA equipment lists and requirements. The NDMO buildings may also require VSAT and radio communications towers. NTA will have specific data center requirements.
- **Gender Equality, Prevention of CAE, Prevention of SEA, Persons with Disabilities, Occupational Health and Safety Notes:**
 - The design should incorporate the needs of men and women so that the design is gender inclusive. This will include provision of separate amenities for men and women including toilets, changing facilities, child care facility and rest areas during normal operations and sheltering operations. It is expected that the Consultant shall incorporate design features promoting gender equality. The Design Criteria report shall indicate specifics to achieve this.
 - It is expected that the Consultant shall incorporate design features that prevent child abuse and exploitation and sexual exploitation and abuse. The Design Criteria report shall indicate specifics to achieve this.

- It is expected that the Consultant shall incorporate design features that utilize features that facilitate access and use of the facilities by persons with disabilities. The Design Criteria report shall indicate specifics to achieve this.
- It is expected that the Consultant shall incorporate Occupational Health and Safety principles into the drawings and specifications. The United States Department of Labor, Occupational Safety and Health Administration laws and regulations shall apply. Various codes and standards listed in this document also provide Health and Safety requirements. OSHA laws and regulations can be found at the following link: <https://www.osha.gov/laws-regs>. NFPA requirements also apply. Prior to site visits the Design Consultant and any sub-contractors shall provide a Health and Safety Plan. During site visits and works the Design Consultant and their sub-contractor shall utilize personal protective equipment in conformance with OSHA/NFPA regulations and standards.
- **Bill of Quantities and Technical Specification** Requirements are as follows:
 - The Design Consultant shall prepare a complete Bill of Quantities (BoQ) for all the work under this assignment including all items that are required to be carried out to complete the construction works that will be designed under this assignment.
 - All costings shall be confidential and only circulated to the UNDP team only. The Design Consultant shall be discrete and will sign a letter of confidentiality / non-disclosure agreement with UNDP.
 - BOQ shall be provided in 3 separate excel files as follows: (1) NDMO/NEOC & Warehouse in Majuro, (2) NTA Data Center in Majuro, and (3) NDMO/NEOC Ebeye.
 - BOQ shall also include all equipment and furniture.
 - The Design Consultant shall prepare technical specifications for all trades that are included in the design. The construction technical specifications shall be in Construction Specifications Institute MasterFormat® 2018 or equivalent. Technical Specifications shall be compiled for each trade separately and bound together to make a complete and comprehensive set of specifications for the project.

C. Phase II: Pre-Construction Bidding Support Services and 95% & 100% Detailed Design Issue

This phase is the critical stage of the project in which potential bidders are identified, the procurement process executed and the contract is readied for award to the preferred successful bidder. This phase will include;

- Supporting the final Invitation to Bid (ITB), which for good transparency shall include a Form of Contract pro forma, general conditions of contract, proforma special conditions schedule, and Scope of Works. The Scope of Works shall be sufficiently detailed to include all trades and work so that the Construction Contractors can price the construction work.
 - The Construction Tender Package provided shall have a water mark "95% CD - For Tender Only, Not for Construction" and clearly clouding which items are "In-Scope," "Out of Scope," or "Optional."
 - The BOQ shall be provided in excel with all quantities and blank cells for the Bidder to provide a unit price, total price for each line item, and total price. BOQ shall be provided in 3 separate excel files as follows: (1) NDMO/NEOC & Warehouse in Majuro, (2) NTA Data Center in Majuro, and (3) NDMO/NEOC Ebeye.
- In coordination with the Design Consultant, UNDP shall instruct the Design Consultant through official correspondence which items will be considered "In-Scope" and "Out-of-Scope" and "Optional" for the 'Invitation to Bid for construction', depending on available budget and/or if one or three Invitation(s) to Bid will be required. It is expected that there

will only be one 'Invitation to Bid' for all structures and sites. The NTA Data Center will be "Building Structure and Building Envelope" only with NTA either launching their own 'Invitation to bid' to complete all other items that may include but not be limited to "Internal fitout, Civil, landscape, Fire, furniture, equipment, and MEP" or NTA may request UNDP Support. It is likely that landscaping and civil works for the NDMO/NEOC buildings in Majuro/Ebeye may be "Out-of-Scope" due to budget constraints. Alternate scenarios include 2 bids: 1x Majuro and 1xEbeye; or 3 bids: 1x Majuro NDMO/EOC, 1xMajuro NTA, and 1xEbeye NDMO/NEOC. i.e. The Design Consultant may have to prepare 3 separate bids.

- Supporting responses in pre-bid meeting technical and procedural clarifications. The Design Consultants documents may require updating as questions arise during the Tendering Process.
- Upon award of the construction contract, it is expected that the Design Consultant will have already updated their detailed design documents based on any questions or comments received during the Tendering Process, and the Design Consultant is required to issue all documents to UNDP with a "100% Construction Documentation – For Construction" watermark. All documents shall be stamped and signed by the licensed and registered Architect and Engineer of Record. This includes, but is not limited to, drawings, specifications, calculations, geotechnical reports, and design criteria reports.

D. Phase III: Advice and Construction Administration Support during Construction

UNDP will require expert advice from the Design Consultant on various matters during construction period.

- The UNDP Project Team may contact the Design Consultant to provide responses for requests for information/clarifications and review of submittals (shop drawings, concrete mix designs, test results, product data sheets, etc...). Typically for matters that does not require substantial additional design, Design Consultant shall provide complete responses within 48 hours after making the inquiry. UNDP also requires that the Design Consultant actively update drawings based on requests for information/clarifications and at the end of the construction phase will be required to transfer these drawings through UNDP in order to facilitate the contractor's submission of final as-built drawings.
- The Design Consultant shall provide rates on a time-basis for Construction Administration with an estimated lump sum fee not to be exceeded without UNDP Approval. UNDP reserves the right to consider Construction Administration support as an Optional Service when evaluating the Design Consultant's proposal and inclusion as a service in the final contract with the Design Consultant.
- If the information requested is related to additional work or change of scope, then UNDP will negotiate a reasonable payment to the Design Consultant outside of this contract at that time based on the rates provided in the schedule of rates for variations.
- If construction Administration Support has been selected to be part of the Design Consultant's Contract with UNDP, then a final report for Construction Administration Support Services shall be provided. All documents collected and transmitted shall be handed over to UNDP in an organized electronic format. Updated drawings, specifications, reports, calculations shall also be provided.

III. EXPECTED OUTPUTS

This contract is expected to result in the following deliverables that ensure a high quality, energy efficient, low maintenance, disaster resilient, and highly operational emergency operations buildings in RMI

Deliverable/Activity
Phase I: Detailed Designs and Portions of the Bidding Documents
Inception Report
Environmental and Social Impact Assessment Report*

Geotechnical Investigation & Study Report*
Site Specific Hazards report*
USGBC LEED Report*
Design Recommendations for RMI Atoll Environment Report*
<i>Concept Level Design Criteria Report</i>
Preliminary Design report
30% Detailed Design Documentation
60% Detailed Design Documentation
90% Detailed Design Documentation
90% Detailed Design Documentation version 2
Phase II: Pre-Construction and Bidding Support Services and 95% & 100% Detailed Design Issue
Tender Support
Construction Tender Package & 95% Documentation "For Tender"
100% Detailed Design Documentation "For Construction"
Final closeout Report Phase I & II

*Reports shall be performed in parallel and submitted as one package. It is expected that these reports will inform the Concept Design.

**Concept Design shall be reviewed and selected prior to development of Detailed Design. It is expected that the Design Consultant will review the stakeholder's Concept Designs and the space planning and collect all necessary information. Previous Design Consultant reports will inform the Concept Design.

***Detailed Design Submissions include all sites.

Each submission indicated in Table 1 will require a review. All design calculations, drawings, reports, BOQs, and construction specifications documentation will be reviewed by UNDP in consultation with UNDP Staff, stakeholders, and consultants. The Design Consultant shall provide all necessary information to UNDP and/or their designated consultant and be available to provide any clarifications required during the review process. Close out of design reviews is linked to approval to proceed and payments. A written certificate/letter shall be issued by UNDP once the design review has been completed indicating completion of the design review and instructing to proceed. The Design Consultant shall revise design documentation incorporating the comments made by UNDP design review team.

Each submission indicated in Table 1 will require documents to be stamped and signed by the licensed and registered Architect and Engineer of Record. This includes, but is not limited to, reports, drawings, specifications, calculations, and design criteria reports.

IV. GENERAL RESPONSIBILITIES/REQUIREMENTS

The consultant's cost shall be deemed included and/or surcharged in/to the consultant's fee rates under each phase.

1. Facilities Provided By UNDP

No site facilities shall be provided by UNDP.

2. Facilities to be Provided by the Consultant

All required facilities for proper development of all phases of the assignment shall be its own responsibility. Unless otherwise explicitly called upon, any facilities shall be deemed included and/or surcharged in/to the consultant's fee rates.

1. Liaison

The consultant shall liaise with UNDP on all matters related to the execution of the contract. All activities are to be conducted according to UNDP rules and regulations. The consultant shall also obtain UNDP's and the counterparts' endorsement of all its submittals at each submission stage.

2. Reference and Compliance Standards

All RMI laws, regulations, codes, and standards shall be adhered to. The stricter requirements of RMI laws, regulations, codes, standards and the requirements specified in this ToR shall be utilized. International codes and standards will be used for the design of these buildings and associated civil works. A list of standards and codes for the design is provided below. Although the preference of UNDP is to use the standards and codes that are listed, the bidders may propose alternative US based standards and codes that are widely used. The provisions and requirements of such alternative standards and codes must be at least the same or stricter than the standards and codes listed. In this case, the bidders shall clearly provide the details of alternative codes and standards with their bids identifying the differences between the standards specified in this document and the alternative standards proposed. UNDP will review the submission and determine whether any alternative design standards proposed are acceptable or not. Where the design standards and codes approved to be used have a conflict, the stricter condition or requirement shall be adopted. There may be cases where specific requirements/clauses/provisions in the design standards and codes are too onerous, not practical, or too costly to implement in the RMI context. When this is the case, the Design Consultant shall clearly indicate the issue, citing the specific requirement/clause/provision, and proposing an internationally accepted method for achieving the intent and performance requirements of the original requirement/clause/provision in their Design Criteria Report for UNDP Review and Approval.

The construction and materials supply industry in RMI is very familiar with the requirements of US standards and codes. Logistics and shipping of materials meeting US standards is efficient and minimizes construction project delays. Therefore, the use of US standards where applicable is highly recommended. Materials that are dual certified with a US standard and another standard are acceptable for specification.

The following codes, standards and technical criteria are proposed to be adopted in this assignment. The latest edition shall be used (and/or superseded document). The Design Consultant is required to review this list and suggest any changes if required for approval of UNDP. In general, to take advantage of industry familiarity in RMI, the use of US standards and codes are required.

If there are conflicts of requirements among different standards and codes, the latest and strictest requirement shall be adopted in the design (including those referenced within the standards/guidelines).

3. Reference Design Parameters

The Consultant shall utilize the following design parameters for the design of the buildings.

MINIMUM BUILDING DESIGN FORCES & CONSIDERATIONS – REPUBLIC OF THE MARSHALL ISLANDS	
Item	Notes
1. Building Code	2018 IBC and the UFC 3-301-1 dated 10-01-2019, based on the 2018 International Building Code (2018 IBC) as modified by UFC 1-200-01, DoD Building Code (General Building Requirements), and its referenced standards (IMC, IPC, IFC, IEC, ASCE 7, ACI 318, AISC, NFPA, etc...). Use reflects the construction industry requirements and most common practices. The RMI Building code, FEMA documents (related to sheltering) and other reference documents should be consulted to determine and produce an appropriate Design Features report that clearly lists the design forces and durability requirements for the Buildings.
2. Building Category	IBC 2018/ASCE 7-16 Risk Category IV Structure "Essential Facility" that can serve as a temporary shelter for 24-36 hours. The facilities need to be self-sufficient for at least 2 weeks for water and power (water tanks, generators, and sufficient fuel for generator, vehicles, and emergency response equipment).
3. Design Life	Life of building shall not be less than 50 years. Time before first maintenance shall not be less than 50 years.

4. Siting	The Draft RMI Building Code Appendix B "Building Control Setback and emergency personnel and equipment access" be consulted. The 20ft minimum setback from other buildings for the NTA and Majuro sites may be too restrictive, and an exemption may be required. FEMA P-55, FEMA P-543, and FEMA P-646 should be consulted based on the site hazards.
5. Dead Load	UFC, IBC, and ASCE should be used for material weights adjusted for any local conditions.
6. Live Load	UFC, IBC, ASCE and FEMA referenced standards should be used for live loads considering that Government Buildings will be used as shelters.
7. Coastal Flooding / High Surf / King Tide Inundation	<p>The Draft RMI Building code recommends a minimum of 4ft above ground level for ground floor elevation and 25ft from shoreline high water mark (Appendix D). It is recommended that reports and studies be reviewed to confirm if this height is appropriate for Majuro. The predicted flood height for Ebeye is likely to be larger than 4ft although some newer building structures are constructed 2ft above natural grade (consult Deltares report). The height above grade for water tank openings should also be determined.</p> <p>Climate change should be reviewed to understand if setbacks need to be greater. The NDMO/EOC building design will need to clearly state which Representative Concentration Pathway (RCP) and up to what year the office needs to resist floodings for. Climate change models and technical reports should be consulted to verify coastal flooding heights and forces. Water forces and debris impact should be considered. The following Codes/Standards/Guidelines, but not limited to, shall be consulted:</p> <ol style="list-style-type: none"> a. IBC 2018 b. ASCE 7-16 c. ASCE/SEI 24-14 Flood Resistant Design and Construction d. ASCE 7-16 Chapter 6 - "Tsunami Loads and Effects" should be consulted. The ASCE 7-16 "Tsunami Loads and Effects" chapter is the first US national, consensus-based standard for tsunami resilience for use in the states of Alaska, Washington, Oregon, California, and Hawaii. e. ICC 500/NSSA Standard for the Design and Construction of Storm Shelters f. FEMA P-646: Guidelines for Design of Structures for Vertical Evacuation from Tsunamis. Second Edition g. FEMA P-55 - Coastal Construction Manual: Principles and Practices of Planning, Siting, Designing, Constructing, and Maintaining Residential Buildings in Coastal Areas, 4th Edition (2011). h. FEMA 543 Design Guide for Improving Critical Facility Safety from Flooding and High Winds.
8. Wind - Tropical Storms and Cyclones	Buildings shall be designed for a Category 5 (severe tropical cyclone) on the Saffir-Simpson Scale, which represents a 1-minute average wind speed at 33 feet above open water of >155 mph, a 3-second gust wind speed at 33 feet above open water of >190 mph and a 3-second gust wind speed at 33 feet above open ground in Exposure C of > 171 mph. Wind speeds for Risk Category IV structures shall be approximately 1.6% probability of exceedance in 50 years (Annual Exceedance Probability =

	<p>0.00033, MRI = 3,000 years) and increased by 10% to account for climate change predictions of increased wind speeds.</p> <p>RMI is considered a Wind-Borne Debris region with resistance/penetration/impact requirements for windows and other architectural-structural components and systems as per IBC/ASCE 7. ASTM E695 for testing and evaluation of products for cyclone prone regions and impact resistance should be specified for window, door, and wall products. ASTM E1186, ASTM E1996, and ANSI/DASMA 115 for glazing and doors shall be specified. Risk Category IV shall have "enhanced protection" for glazing and impact-protective systems.</p> <p>The following Codes/Standards/Guidelines, but not limited to, shall be consulted:</p> <ol style="list-style-type: none"> a. IBC 2018 b. ASCE 7-16 c. ICC 500/NSSA Standard for the Design and Construction of Storm Shelters d. FEMA 543, Design Guide for Improving Critical Facility Safety from Flooding and High Winds: Providing Protection to People and Buildings (2007) e. FEMA P-320, Taking Shelter from the Storm: Building a Safe Room for Your Home or Small Business (2014) f. FEMA P-361, Safe Rooms for Tornadoes and Hurricanes: Guidance for Community and Residential Safe Rooms, Third Edition (2015) <p>If buildings are to be designed as shelters ICC 500 and FEMA 543 should be used for wind load guidance. A safe room within a critical structure should also be considered. Minimum wind pressures are provided.</p>
<p>9. Inland Flooding</p>	<p>RMI Building code recommends a minimum of 4ft above ground level for ground floor elevation and 25ft from shoreline high water mark (Appendix D). It is recommended that reports and studies be reviewed to confirm if this height is appropriate for Majuro. The predicted flood height for Ebeye is likely to be larger than 4ft although some newer building structures are constructed 2ft above natural grade (consult Deltares report).</p> <p>See section on Coastal Flooding / High Surf / King Tide Inundation for standards and guidelines.</p>
<p>10. Tsunami</p>	<p>The RMI Building code mentions tsunami but does not provide specific regulations or design parameters. A 2500-year event return period shall be used. The tsunami height shall be adjusted for climate change sea caused level rise and the building design shall account for this. The amplitude and runup will need to be interpreted based on tsunami hazard studies.</p> <p>The following Codes/Standards/Guidelines, but not limited to, shall be consulted:</p> <ol style="list-style-type: none"> a. Honolulu City and County Building Code & Hawaii State Building Code of 2018 b. IBC 2018 c. ASCE 7-16 Chapter 6 - "Tsunami Loads and Effects" should be consulted. The ASCE 7-16 "Tsunami Loads and Effects" chapter is the first US national, consensus-based standard for tsunami resilience for use in the states of Alaska, Washington, Oregon, California, and Hawaii.

	<ul style="list-style-type: none"> d. FEMA P-646: Guidelines for Design of Structures for Vertical Evacuation from Tsunamis. Second Edition e. FEMA P-55 - Coastal Construction Manual: Principles and Practices of Planning, Siting, Designing, Constructing, and Maintaining Residential Buildings in Coastal Areas, 4th Edition (2011). f. FEMA 543 Design Guide for Improving Critical Facility Safety from Flooding and High Winds. g. Deltares reports for Ebeye
11. Extreme Heat	The RMI Building code mentions temperature as it relates to Interior Environment and Part IX also indicates aspects for Climate Change Adaptation. The Design Consultant shall research publications and account for any temperature changes due to climate change during the life of the structures.
12. Water Scarcity / Drought	Chapter 34 and Appendix H of the Draft RMI Building Code provides some information of water and drought preparedness. Risk reports and emergency facility requirements may require self-sufficiency between 1 week and 1.5months (during ENSO). The designer needs to evaluate NDMO requirements, but shall be self-sufficient for at least 2 weeks.
13. Earthquake	<p>The buildings shall be designed for the following earthquake forces. The site class and liquefaction potential shall be determined by the Geotech report.</p> <p>Seismic parameters for use with IBC 2018 and ASCE 7-16, the Uniform Collapse seismic parameters for a Site Class B is as follows:</p> <ul style="list-style-type: none"> a. Majuro: PGA = 14%g, S_s = 32%g, S₁ = 9%g b. Kwajalein: PGA = 14%g, S_s = 32%g, S₁ = 9%g <p>*The seismic parameters have been selected to ensure uniform resistance at both sites.</p> <p>It is expected that the lateral system will either be a concrete moment frame or concrete shear wall system with fully grouted non-load bearing masonry infill walls. Design of walls at the ground floor shall account for best practices concerning wave surge, flooding, and tsunami.</p>
14. Volcanic	No information in the RMI Building Code regarding volcanic activity and ashfall. Design loads could be considered, but there appears to be a low probability and exposure and it is likely that the wind design forces will control the roof design (thus a small amount of ashfall could be accommodated). Health risks have been experienced in the past from volcanic ash from Hawaii which should be accounted for in the MEP and Architectural design.
15. Climate Change	The RMI Building Code provides limited information on climate change. All meteorological hazards and those created by meteorological events should be evaluated for climate change impact. The Ebeye Deltares report provides estimates of flood height based on RCP 4.5 and 8.5 for 2030, 2050, and 2100 for flood/storm surge return periods of 5, 10, 30, 50. The NDMO/EOC building design will need to clearly state which Representative Concentration Pathway (RCP) and up to what year the office needs to resist flooding.

4. Institutional Arrangement

- **Supervising Authorities – Contract Execution and Completion**

The Consultant shall be primarily and ultimately responsible to the UNDP Project Manager regarding securing certifications for services completion, after sign off by the UNDP Country Office Representative and Office of the Chief Secretary.

- **Reporting Content and Frequency**

The Consultant shall report weekly by email to the UNDP Project Manager or designated deputy and UNDP Country Office Representative. Reports shall confirm sub project commencement, progress and completion, supported by photographs of meetings and results.

The Consultant shall also submit an Inception Report within 30 days of activity commencement, a monthly report covering design services and a separate completion report.

On completion or otherwise upon request, the Consultant shall report by AV presentation or site meetings where warranted.

All irregular or emergency events or situations will be immediately reported to the UNDP Project Manager.

Reports will cover the following:

- Meetings held with counterparts, contractors, etc.
- Progress reporting, delays, etc
- Staff employed by consultant, contractors, counterparts.
- Contractor's plant and equipment.
- Financial status, predicted cash flow, expected variations.
- Technical Issues.
- Challenges and means to resolve these.
- Security incidents.
- Completed, in-progress, delayed, envisaged, etc activities.

The consultant's cost shall be deemed included and/or surcharged in/to the consultant's fee rates under each phase.

- **External Contributors to Contract Monitoring and Evaluation**

As a national partner of UNDP, the Ministry for works of the Republic of Marshal Islands will be involved in acceptance of final outputs on behalf government and provide technical expertise during the whole contract period. Final output documents are subject to endorsement by this government entity to be accepted by the UNDP. In case of comments and inconsistencies identified by the Ministry of Works, the consultant is obliged to provide clarifications, make requested reworking of documents.

- **Facilities/ support to be provided by UNDP, partner & beneficiary agencies**

The consultant shall be self-sufficient in all material aspects and support services which shall be fully covered and priced in its Financial Proposal, notwithstanding force majeure and additional services which may be requested by UNDP, warranting payment to the Consultants

V. DURATION OF THE WORK

- **Completion Date**

All works for contracts secured by Invitation to Bid are to be completed within 6 months.

All design work shall be completed within a period of 6 months from commencement of consulting services. This recognizes that all buildings and supporting civil works does not require a large amount of complex design.

- **Approval Lead Time by UNDP**

Final payment for Consultants services shall be effected within thirty days of payment approval.

- **Impacts of Delays by Donors and the Government**

Reduction in funding, deferment of program implementation, and or major changes has risks and UNDP will attempt to control the situation as much as practically possible.

VI. LOCATION OF WORK

- **Services Delivery Location**

The Consultant's services shall be delivered progressively at all sub project locations identified in the agreed Workplan or other locations that may be deemed necessary by UNDP.

- **Service Provider Communication**

The Consultant shall maintain regular daily contact with UNDP via email and/ or mobile phone when in country and regular weekly contact out of country to confirm satisfactory progress.

VII. CONSULTANT'S PREFERRED PROFILE

- **Type of Firm and Specialization Areas**

The preferred firm shall be primarily an Engineering/Architectural Consultancy well experienced in the design and works contract supervision for Provincial public infrastructure development and restoration in post natural disaster recovery contexts

This experience shall have addressed a broad range of simple buildings infrastructure for: national emergency operational centers, hospitals and health centers; primary, secondary and specialist technical schools; public administrative facilities and public markets. These essentially will have been successfully addressed through close working relationships with local government, with strong emphasis on community participation in producing an empathetic, culturally & climatically appropriate built environment

- **Corporate Qualifications**

The preferred firm shall demonstrate commercial qualifications for the RMI context by submission of currently valid Articles of Association, Chamber of Commerce or State Registration, tax payment certificate, no history of blacklisting by UNDP and other international development institutions

- **Years of Experience**

The preferred firm shall demonstrate at least 7 years project management experience for multiple public building sites, with a significant geographical spread throughout the Pacific Island Countries. This shall include at least five years' experience in design and construction for emergency operation centers, public buildings and infrastructure.

- **Firms Key Attributes**

The preferred firm will demonstrate a thorough familiarity with the relevant overarching National government regulations and standards. It also shall evidence of familiarity with disaster resilient planning and building design based on international best practice enabling a Build Back Better initiative and higher standards than those currently prevailing in Pacific Island Countries.

UNDP Prioritize gender equality and women's empowerment approach in project implementation and at workplace. Such initiatives shall also specifically address the particular needs for women & girls, the physically handicapped and mentally challenged and for best value in energy efficient climatic comfort. All outputs/deliverables must comply with criteria of gender sensitive and/responsive result. In addition, sexual harassment and any discriminatory actions with regards to race, gender, religion, class, etc. held by preferred firm during the assignments will not be tolerated.

Moreover, the preferred firm must demonstrate a strong capacity for traumatized stakeholder engagement in multicultural participatory development team environment embracing National/Provincial government agencies, education/health officials and community members. This will be a very demanding project which expects timely, high quality outcomes on all fronts.

- **Team Composition**

The preferred firms operative team members will be all field based with policy and oversight to be provided by an in-country Project Country Coordinator/Team Leader based in Majuro.

Details of personnel including their CVs shall be provided with the Tenderer’s proposal. The qualifications, experience, professional memberships, type of employment relationship and the no of years of affiliation with the company must be provided. Bidders are free to include more members in the team as they feel fit. However, the technical evaluation will be based on the qualifications, experience and suitability of the key members of the team.

Changes to the team members proposed in the bid after an award of a Contract or at any stage during implementation is allowed only if the substitute personnel proposed have equal or more qualifications and experience than the team members proposed in the bid. Such requests for substitutions are subject to approval of UNDP.

The Team Leader must be a permanent or a long-term employee of the company. Although permanent employees of the company are preferred, other team members may be external personnel with whom the company has long term relationships. External consultants must provide an assurance that they will be available to work in the team until the end of the contract period.

Administrative staff shall not be included in the proposal as a fee. All overhead to perform the work is the responsibility of the Design Consultant.

An hourly fee rate schedule by discipline and position shall be provided by Bidders. A breakdown of all costs by discipline is required for each of the three structures/sites (1) NDMO/NEOC & Warehouse, Majuro (2) NTA Data Center Majuro, and (3) NDMO/NEOC Ebeye.

UNDP promotes gender equality and equal opportunities of men and women to participate in all our works. Gender diversity and women’s representation in team composition of preferred firm is an added value in selection process.

The table below gives a list of Team Members expected to be assigned for this project with their desired minimum qualification and experience. For the Team Members not required to be assigned for the full duration of the project, the Consultant should propose the duration for which they would be assigned.

- **Team Member Qualifications & Experience**

Position Name	Relevant Experience years	Minimum Education	Special Skills
Team Leader	10	University degree in Civil Engineering and/or Architecture	Project management for a multidisciplinary building design project with building design experience including Emergency Operation Centers. Public sector & community engagement/ leadership. 5 years minimum experience in Pacific Island Contexts. Team Leader will be the main point of contact for UNDP for all work related to this contract. Team Leader must participate in all meetings with UNDP.
Environmental Expert	7	Bachelor degree in Environmental Science or related course,	Expert for developing environmental and social impact assessments and monitoring. 2-year

		Master degree is preferable	minimum experience in Pacific Island Contexts.
Geotechnical Engineer	7	Minimum Bachelor degree in Civil Engineering	Experience providing recommendations, performing studies, and coordinating testing contractors for building infrastructure, including 2 years of Pacific Island experience. Geotechnical Engineer must have necessary licenses and registration in the country of origin to sign off and stamp all structural designs and drawings.
Architect	7	University degree in Architecture	Architectural design of essential emergency operations centers, shelter, and warehouse facilities using IBC/UFC, including 2 years of Pacific Island experience. Architect must be registered Architect in the country of origin and must sign off and stamp all Architectural designs and documentation.
Structural Engineer	10	University Degree in Structural Engineering	Structural engineering design of Essential Facilities using IBC/UFC, with specialty in concrete and concrete masonry structures, including 2 years of Pacific Island experience. Structural Engineer must have necessary licenses and registration in the country of origin to sign off and stamp all structural designs and drawings.
Civil Engineer	7	Bachelor's Degree in Civil Engineering	Civil engineering design of Essential Facilities, including 2 year of Pacific Island experience.
Mechanical Engineer	7	Bachelor's Degree in Mechanical Engineering	Mechanical engineering design related to building construction including mechanical services, hydraulics, and fire safety designs using IBC/IFC/UFC/NFPA; with skills to minimize and use low energy efficient designs compatible with island context, including 2 year of Pacific Island experience. Mechanical Engineer must be a registered mechanical engineer in the country of origin and must sign off and stamp all mechanical designs and documentation.
Electrical Engineer	7	Bachelor's Degree in Electrical Engineering	Electrical design and documentation related to building construction using IBC/IEC/UFC/NFPA, including

			2 years of Pacific Island experience. Electrical Engineer must be a registered engineer in the country of origin and must sign off all electrical designs and documentation.
Plumbing Engineer	7	Bachelor's Degree in Civil Engineering	Plumbing design and documentation related to building construction using IBC/IPC/UFC/NFPA, including 2 years of Pacific Island experience. Plumbing Engineer must be a registered engineer in the country of origin and must sign off all plumbing designs and documentation.
Data / telecommunications	5	Bachelor's Degree in Electrical/Electronics Engineering	Data / telecommunications design and documentation; including 2 years of Pacific Island experience. Registration with a recognized professional body is preferred.
Fire Safety	7	Bachelor's Degree in Fire Engineering / Fire Safety or related field	Fire Safety design and documentation; including 2 years of Pacific Island experience. Registration with a recognized professional body is preferred.
Landscape Architect	7	Bachelor's Degree in Landscape Architecture or a related field	landscape designs related to building construction, including 2 year of Pacific Island experience. Registration with a recognized professional body is preferred.
Quantity Surveyor	10	University Degree in Quantity Surveying, Civil Engineering or a related field	Quantity Surveying related to building design and construction, including 2 years of Pacific Island experience. Registration with a recognized professional body is preferred.
CAD Draftsperson(s)	5	Minimum Diploma degree in Building Construction or Civil engineering or Architect as applicable	It is expected that each discipline will have a designated draftsman, will share draftsmen, or will have engineers producing their own drawings. Familiarity with government drawing standards/ compliance packages. Identification of applicable arrangement/ floor layouts. Archive retrieval & updating

VIII. PROPOSAL PRICE AND SCHEDULE OF PAYMENTS

a. Proposal Price

No	Building	# Storeys	TBA sft	Rate per sft	Amount
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Sub-Project # 1 – Majuro, Majuro Atoll (NTA Site)					
1.	NDMO/NEOC Majuro office building/warehouse/shelter	2	9000		
1.	NTA Data Centre	2	400-		
2			650		
			Approx.		
Sub-Project # 2 – Ebeye, Kwajalein Atoll (Site to be determined)					
2	NDMO/NEOC Ebeye Office building/shelter	2	3110		
			Approx.		

b. Schedule of Payment (separate table to be prepared for each item number 1.1, 1.2 and 2 of the proposal price table above)

No.	Title	Deliverables Duration	Amount (US\$)	% of Total
1.0	Reports 1.1 Inception Report 1.2 Environmental and Social Impact Assessment Report 1.3 Geotechnical Investigation & Study Report 1.4 Site Specific Hazards report 1.5 USGBC LEED Report 1.6 Design Recommendations for RMI Atoll Environment Report	2 month		
2.0	Concept Design 2.1 Concept Level Design Criteria Report 2.2 Preliminary Design report	2 months		
3.0	Detailed Design and Pre-Construction & Bidding Support 3.1 30% Detailed Design Documentation 3.2 60% Detailed Design Documentation 3.3 90% Detailed Design Documentation 3.4 90% Detailed Design Documentation version 2 3.5 Tender Support 3.6 Construction Tender Package & 95% Documentation "For Tender" 3.7 100% Detailed Design Documentation "For Construction" 3.8 Final closeout Report	2 months		
4.0	Construction Administration Support (Optional)	12 months		

- The Consultant is to also propose their own financial proposal, justified based on its experience of what can practicably be achieved. Preference will be given to proposals with faster completion, provided these are considered practical. Detailed explanation for any proposed variation is required.
- The Bidder shall provide a fixed lump sum for the whole of the project, including a fixed weekly/monthly rate which will be used in any amendment in the event of any unavoidable time overruns.
- Lump Sum pricing shall apply, whereby the Consultant shall be responsible for covering all costs, inclusive of fees, per diems/ living allowances, domestic air travel, vehicle operating costs, office operational costs and national taxes. However, the consultant shall provide the

breakdown of costs of the various cost items, in man-days/man-months, quantities required, etc.

IX. RECOMMENDED PRESENTATION OF PROPOSAL

All Consultants shall submit proposals in the common format stated in the Data Sheet.

X. CRITERIA FOR SELECTING THE BEST OFFER

The RFP indicates the full list of criteria which shall serve as basis for evaluating proposals and awarding the contract, and the respective weight of each criteria. A General guide has been provided in RFP section 4.

The Combined Scoring method will be employed, by which the qualifications and methodology will be weighted a maximum of 70% and combined with the price offer which will be weighted a maximum of 30%.

Annexes to the TOR:

Annex 1. Contract for Goods and/or Services template

Annex 2. General Terms and Conditions for Contract

Annex 3. UN Supplier Code of Conduct

Annex 4. Site plans, photos and space planning for Majuro and Ebeye

Annex 4.1 Site plans for Majuro and Ebeye

Annex 4.2 Majuro site photos

Annex 4.3 Majuro site Concept Architecture

Annex 4.4 Majuro site Space planning

Annex 4.5 Ebeye site Space planning

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

FORM A: TECHNICAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/FJI/JPN/001/20		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) *undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.*

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet. We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Latest Certificate of Registration of the business ▪ Copy of Company Charter ▪ Track Record – list of clients for similar services for the last 3 years as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references ▪ Minimum three reference letters from prior customers ▪ Signed and dated resumes and declaration of availability of involved specialists for the period of contract implementation

- Quality Certificate (e.g., ISO 14001 or 14064 or equivalent) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder
- Trade name registration papers, if applicable
- Local Government permit to locate and operate in the country of registration
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country
- Power of Attorney or designation of the official who signed bidding documents on behalf of the company

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/FJI/JPN/001/20		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in % and type of services to be performed)
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture **OR** JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

FORM D: QUALIFICATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/FJI/JPN/001/20		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM E: FORMAT OF TECHNICAL PROPOSAL

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/FJI/JPN/001/20		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country, especially your understanding on Government of Indonesia regulations and its applications to construction projects
- 1.4 List of contracts showing experiences in post disaster recovery and reconstruction for developing countries and multidisciplinary consulting engineering services with complete information on the nature of the service, duration of the service given, and email address of the client's focal point for that contract.
- 1.5 Quality assurance procedures and risk mitigation measures.
- 1.6 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder’s Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for all 14 personnel required in the TOR that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i>
	<ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>
	[Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>
	Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/FJI/JPN/001/20		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP/FJI/JPN/001/20		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the proposal: US Dollars

Table 1: Summary of Overall Prices

	Amount(s)
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees

Name	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		A	B	C=A+B
In-Country				
Home Based				
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs (can be adjusted as per your planned activities)

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			
Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
...				
Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	Time	Professional Fees	Other Costs	Total
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	(person days)			
Deliverable 1: Reports				
Deliverable 2: Concept Design				
Deliverable 3: Detailed Design				
Deliverable 4: Construction Administration Support (Optional)				