

UNOPS/EUROPEAN PROGRES

United Nations Office for Project Services

**Construction of building for the department of Faculty of Economics from Subotica in
Bujanovac**

Request for Proposal

Lump Sum Construction Contract

Contract No.: UNOPS-EP-2014-W-001

Date of Issuance: 09 July 2014

RFP Case No.: UNOPS-EP-2014-W-001 – Construction of building for the
department of Faculty of Economics from Subotica in Bujanovac

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INVITATION LETTER

Dear Sir/Madam,

Subject: Request for Proposal for Construction of building for the department of Faculty of Economics from Subotica in Bujanovac- UNOPS-EP-2014-W-001

According to the Faculty requirements, in order to conduct lectures for basic academic studies and master programme, for 500 students in all 4 years, the total area 2600 m². The designed building is the three storey structure, reinforced concrete structural frame and concrete slabs. The building is designed to satisfy the Energy Efficiency Grade C. The following premises are included, as per the Serbian design requirements for the educational buildings:

1. Amphitheatre, 130 seats, 220 m²
2. Three large auditoriums, 85 seats each, total area 405 m²
3. Three small auditoriums, 60 seats, total area 270 m²
4. Two teaching staff cabinets, total area 32 m²
5. One teachers' room with four desks and a bathroom, total area 33 m²
6. Computer room, 30 m²
7. Reading room with 20 desks, total area 30 m²
8. Library, total area 15 m²
9. Students' administration offices (two rooms) total area 20 m²
10. Students' parliament total area 15 m²
11. Career centre, total area 20 m²
12. Dean's office, (one smaller office and one larger) total area 20 m²
13. Toilets (two male and two female) total area 60 m²
14. Common auxiliary rooms (kitchenette, storage) total area 30 m²
15. Reception hall, total area 30 m²,
16. Halls, reception room, total area 200 m².

The United Nations Office for Project Services (UNOPS) is pleased to invite prospective bidders to submit a proposal in accordance with the requirements and process as set out in this Request for Proposal (RFP).

The RFP consists of the following:

- This Invitation Letter;
- RFP Particulars (Section I);
- Instructions to Bidders (Section II);
- Evaluation Method and Criteria (Section III);
- Returnable Proposal Schedules (Section IV);
- UNOPS Lump Sum Construction Contract (the Contract) (Section V).

A complete set of the above bidding documents in English may be obtained from UNOPS by downloading them from our website at <http://www.sagradimodom.org> or www.euprogress.org.

If you are interested in submitting a proposal in response to this RFP, please prepare your proposal in accordance with the requirements and process as set out in this RFP and submit it to UNOPS by the Deadline for Proposal Submission set out in the RFP Particulars in Section I of the RFP.

We look forward to receiving your proposal.

Name: GRAEME TYNDALL

Title: RSPC Programme Manager

Date: 09/07/2014

Signature: 

**SECTION I
RFPPARTICULARS**

<p>Works (Article 1)</p>	<p>The works include the construction of building for the department of Faculty of Economics from Subotica in Bujanovac According to the Faculty requirements, in order to conduct lectures for basic academic studies and master programme, for 500 students in all 4 years, the total area 2600 m². The designed building is the three storey structure, reinforced concrete structural frame and concrete slabs. The building is designed to satisfy the Energy Efficiency Grade C. The following premises are included, as per the Serbian design requirements for the educational buildings:</p> <ol style="list-style-type: none"> 1. Amphitheatre, 130 seats, 220 m² 2. Three large auditoriums, 85 seats each, total area 405 m² 3. Three small auditoriums, 60 seats, total area 270 m² 4. Two teaching staff cabinets, total area 32 m² 5. One teachers' room with four desks and a bathroom, total area 33 m² 6. Computer room, 30 m² 7. Reading room with 20 desks, total area 30 m² 8. Library, total area 15 m² 9. Students' administration offices (two rooms) total area 20 m² 10. Students' parliament total area 15 m² 11. Career centre, total area 20 m² 12. Dean's office, (one smaller office and one larger) total area 20 m² 13. Toilets (two male and two female) total area 60 m² 14. Common auxiliary rooms (kitchenette, storage) total area 30 m² 15. Reception hall, total area 30 m², 16. Halls, reception room, total area 200 m². <p><i>as further described in Section V of this RFP.</i></p>
<p>NOTE:</p>	<p>There is a possibility that UNOPS and Municipality of Bujanovac will share the costs for provision of construction works. In that case two separate contracts will be issued and signed. UNOPS is not liable for Municipality of Bujanovac share of works.</p>
<p>Contact for correspondence, notifications and requests for clarifications (Article 1)</p>	<p>All correspondence, notifications and requests for clarifications in relation to this RFP shall be sent to:</p> <p style="text-align: center;">Bozidar Radivojevic, Procurement Officer United Nations Office for Project Services srpc.procurement@unops.org</p> <p>ATTENTION: PROPOSAL SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Art. 23).</p>

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Bidder Eligibility(Article 4)	No nationalities are excluded from submitting a proposal.
Clarifications (Article 8)	<p>Requests for clarification from bidders will not be accepted any later than 4 days before the Deadline for Bid Submission.</p> <p>Responses to requests for clarification shall be communicated to bidders by posting responses on UNOPS web site (www.unops.org), LBHT web site (http://www.sagradimodom.org) and EUPROGRES website(www.euprogres.org) under ITB Case No. UNOPS-EP-2014-W-001.</p> <p>Complete documentation on the main project is available on CD upon request.</p>
Clarification Meetings (Article 9)	<p>A clarification meeting shall be held as follows: Date: 21 July 2014 Time: 14:00h Location: Bujanovac municipal building Attendance to the clarification meeting is not mandatory but is strongly encouraged to avoid the risk of non-compliant proposals.</p>
Site Inspection(Article 10)	<p>A group site inspection shall be held as follows: Date: 21 July 2014 Time: 14:00h Location: Bujanovac municipal building The site inspection is not mandatory but is highly recommended due to nature of the contract (Lump Sum). Bidders shall notify UNOPS in advance as to whether or not they intend to participate in the site inspection and the details of their representatives who will attend.</p>
Proposal validity period (Article 13)	Proposals shall remain valid for acceptance by UNOPS for 120 calendar days from the Deadline for Proposal Submission.
Alternative proposals (Article 15)	Alternative proposals will NOT be evaluated.
Proposal security (Article 16)	<p>Bidders shall provide proposal security in the form set out in Returnable Proposal Schedule 2 – Form of Proposal Security (see Section IV).</p> <p>The proposal security shall be in the amount of RSD 1,000,000.00 (One million Republic of Serbia Dinar)</p>

<p>Bank guarantee for performance</p>	<p>Before signing the contract the successful Bidder shall provide Bank guarantee on UNOPS's behalf for performance in 2.5% of the total contract amount. For tender purpose the Bidder shall provide Letter of Intent to issue bank guarantee for performance. Letter of Intent must be certified and approved by the respective bank.</p>
<p>Bank guarantee for the warranty period</p>	<p>Upon issuance of Technical Commissioning report the successful Bidder shall provide Bank guarantee on UNOPS's behalf for the warranty period of two years in 5% of the total contract amount. For tender purpose the Bidder shall provide Letter of Intent to issue bank guarantee for warranty period. Letter of Intent must be certified and approved by the respective bank.</p>
<p>Proposal Currency(ies) (Article 17)</p>	<p>Prices shall be quoted in RSD for domestic companies and in USD for international companies.</p>
<p>Duties and Taxes (Article 18)</p>	<p>All proposals shall be submitted net of any direct taxes (VAT).</p>
<p>Language of proposals (Article 20)</p>	<p>All proposals, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in English.</p>
<p>Deadline for Proposal Submission (Article 21)</p>	<p>All proposals must be submitted by 12:00h, noon, CET on 31 July 2014 (Serbian time zone UTC+01:00).</p>
<p>Proposal Submission (Article 23)</p>	<p>Proposals must be submitted as follows: By mail or personal delivery in one sealed outer envelope and two inner envelopes, as detailed below, by the Deadline for Proposal Submission. The outer envelope shall be labelled as follows: ***CONFIDENTIAL PROPOSAL- DO NOT OPEN UNLESS AUTHORIZED*** United Nations Office for Project Services Sumatovacka 59, 11 000 Belgrade Republic of Serbia Att.: Chair Person, Proposal Opening Committee. Case No.: UNOPS-EP-2014-W-001</p>

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Deadline for Proposal Submission: **12:00h, noon, CET on 31 July 2014**
(Belgrade, Serbian time zone UTC+01:00)
From: **[Insert bidder's name & details]**

Personal delivery shall be made between the hours of 08:00h and 17:00h on UNOPS regular working days by the Deadline for Proposal Submission.

The **inner** envelopes shall be marked as follows:

Both inner envelopes shall indicate the Bidder's name and address and the RFP Case No. UNOPS-EP-2014-W-001

The first inner envelope shall be marked "**Technical Proposal**" and shall contain one soft copy and two hard copies of all the dully filled and signed Returnable Proposal Schedules (**except the Returnable Proposal Schedule 4 – Filled BOQ**). The technical proposal shall be prepared in duplicate with one hard copy marked "Original" and the other marked "Copy". In the event of any discrepancy between the soft and/or the hard copies of the proposal, the proposal marked as "Original" shall govern.

The second inner envelope shall be marked "**Financial Proposal**" and include the dully completed and signed **Returnable Proposal Schedule 4**. The financial proposal shall be prepared in one soft copy and two hard copies, with one hard copy marked "Original" and the other marked "Copy". In the event of any discrepancy between the soft and/or the hard copies of the proposal, the proposal marked as "Original" shall govern.

Distinct, separately sealed, both technical and financial proposals are requested from the bidders in order to evaluate them separately. Both distinctly sealed envelopes of technical and financial proposals shall be kept in another envelope (outer envelope), which shall be sealed as well. **Non-compliance to this instruction shall result in rejection of the proposal received.**

SECTION II

INSTRUCTIONS TO BIDDERS

1. INFORMATION FOR BIDDERS

Bidders are invited to submit a proposal for the works described in the RFP Particulars in Section I, and further described in the Contract in Section V, in accordance with this RFP.

All correspondence, notification and proposals in relation to this RFP shall be sent to the contact person and address set out in the RFP Particulars in Section I. Please note that the address for Proposal Submission may be different.

2. INTERPRETATION OF THE RFP

This RFP is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights.

No binding contract, including a process contract or other understanding or arrangement, will exist between the bidder and UNOPS and nothing in or in connection with this RFP shall give rise to any liability on the part of UNOPS unless and until the Contract is signed by UNOPS and the successful bidder.

3. AMENDMENTS TO THE RFP

Prior to the Deadline for Proposal Submission, UNOPS may at its discretion modify the bidding documents by way of a written addendum. All written addenda to the bidding documents shall form part of the RFP.

In the event UNOPS modifies the RFP, UNOPS will notify in writing all bidders that have received the RFP from UNOPS of such modification.

In order to give the bidders reasonable time to take such modification into account, UNOPS may extend the Deadline for Proposal Submissions may be appropriate under the circumstances.

4. BIDDER ELIGIBILITY

A bidder may be a private, public or government-owned legal entity or any association, including a joint venture or consortium with legal capacity to enter into a binding contract with UNOPS.

A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in the RFP Particulars in Section I.

A bidder shall not be eligible to submit a proposal if and when at the time of proposal submission, the bidder:

- (i) has been suspended or declared ineligible by UNOPS or any other entity of the United Nations system, including the World Bank;

- (ii) is on the UN 1267 terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or
- (iii) does not comply with any additional requirements as may be set out in the RFP Particulars in Section I.

If a bidder does not have all the expertise required for the provision of the works to be provided under the Contract, such bidder may submit a proposal in association with other entities, particularly with an entity in the country where the works are to be provided. An entity may not submit more than one proposal in response to this RFP, whether alone or in association with other entities (except for alternative proposals, if so provided in the RFP Particulars in Section I).

In the case of a joint venture, consortium or association:

- (i) all parties of such joint venture, consortium or association shall be jointly and severally liable to UNOPS for any obligations arising from their proposal and the Contract that may be signed with them as a result of this RFP;
- (ii) the proposal shall clearly identify the designated entity designated to act as the contact point to deal with UNOPS. Such entity shall have the authority to make decisions binding upon the joint venture, association or consortium during the bidding process and, in the event that a contract is awarded, during the duration of the contract; and
- (iii) The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UNOPS.

5. ERRORS OR OMISSIONS

Bidders shall immediately notify UNOPS in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

6. BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT

Bidders shall be responsible to inform themselves in preparing their proposal. In this regard, bidders shall ensure that they:

- (i) examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP;
- (ii) review the RFP to ensure that they have a complete copy of all documents;
- (iii) obtain and examine all other information relevant to the project and the scope of the works available on reasonable enquiry;
- (iv) verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with UNOPS, its employees or agents;
- (v) attend any Clarification Meeting or Site Inspection under this RFP;
- (vi) fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the execution of the works; and
- (vii) form their own assessment of the nature and extent of work required to execute the works and properly account for all work in their proposal.

Bidders acknowledge and agree that the RFP does not purport to contain all relevant information in relation to the works and is provided solely on the basis that bidders shall be responsible for making their own assessment of the matters referred to in the RFP, including the Contract (see Section V).

Bidders acknowledge and agree that UNOPS, its directors, personnel and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the bidders.

7. UNOPS LUMP SUM CONSTRUCTION CONTRACT

Bidders shall be willing to sign the Contract (see Section V), without departure, qualification, amendment, limitation or exclusion should they be selected as a result of this bid process.

8. CLARIFICATION OF THE RFP

Bidders may request clarification of the RFP or bid process by submitting a written request to the contact stated in the RFP Particulars in Section I up to the time stated in the RFP Particulars in Section I and thereafter requests for clarification will not be accepted.

UNOPS shall gather all requests for clarification and may respond in writing to all such requests at the same time. Responses to requests for clarification shall be communicated to all bidders that received the RFP directly from UNOPS if the RFP was not available online, and/or, if the RFP was available online or if stated in the RFP Particulars in Section I, responses will be posted online without disclosing the names of the bidders who submitted the requests for clarification.

9. CLARIFICATION MEETING

Unless otherwise instructed in writing by UNOPS, a clarification meeting will only be held if stated in the RFP Particulars in Section I, at the time and place and in accordance with any instructions set out in the RFP Particulars in Section I. Attendance to the clarification meeting is strongly encouraged to avoid the risk of non-compliant proposals.

The names of representatives of bidders who will attend the clarification meeting shall be submitted in writing by bidders to the UNOPS contact person listed in the Proposal Particulars in Section I, including the full name and position of each representative at least 24 hours before the clarification meeting is to be held.

UNOPS will not issue any formal answers to questions from bidders regarding the RFP or bid process during the clarification meeting. All questions shall be submitted in accordance with Article 8.

The clarification meeting shall be conducted for the purpose of providing background information only. Bidders shall not rely upon any information, statement or representation made at the clarification meeting unless that information, statement or representation is confirmed by UNOPS in writing.

UNOPS shall prepare minutes of the clarification meeting and communicate them in writing directly to all bidders which received the RFP documents directly from UNOPS if the RFP was not available online, and/or, if the RFP was available online or if stated in the RFP Particulars in Section I, the minutes will be posted online without disclosing the names of the bidders who attended the clarification meeting, shortly after the clarification meeting.

10. SITE INSPECTION

Unless otherwise instructed in writing by UNOPS, a site visit will only be held if stated in the RFP Particulars in Section I, at the time and place and in accordance with any instructions set out in the RFP Particulars in Section I. Attendance to the site inspection meeting is strongly encouraged to avoid the risk of non-compliant proposals.

Bidders participating in a site inspection shall be responsible for:

- (i) arranging for and wearing personal protective equipment, including at a minimum safety helmets, boots and reflective vests; and
- (ii) making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.

Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing UNOPS in respect of any liability that may arise from:

- (i) loss of or damage to any real or personal property;
- (ii) personal injury, disease or illness to, or death of, any person;

- (iii) financial loss or expense, arising out of the carrying out of that site inspection; and
- (iv) transportation by UNOPS to the site (if provided) as a result of any accidents or malicious acts by third parties.

UNOPS will not issue any formal answers to questions from bidders regarding the RFP or bid process during a site visit. All questions shall be submitted in accordance with Article 8.

A site visit will be conducted for the purpose of providing background information only. Bidders shall not rely upon any information, statement or representation made at a site visit unless that information, statement or representation is confirmed by UNOPS in writing.

11. CONTENT OF PROPOSAL SUBMISSIONS

11.1

Returnable Proposal Schedules

Proposals shall include only a fully completed and dated set of the Returnable Proposal Schedules, including only the information required by each Returnable Proposal Schedule, either completed on the Returnable Proposal Schedule document or annexed to the document, as the case may be, each signed in accordance with Article 19 by a person authorised by the bidder to bind it. The Returnable Proposal Schedules are set out in Section IV.

11.2

Other Information

Proposals submitted shall only include information required to be submitted in accordance with the RFP.

12. REMUNERATION FOR AND COSTS OF PROPOSALS

Bidders shall not be entitled to any remuneration or compensation for the preparation and submission of their proposal.

Bidders acknowledge that their participation in any stage of the bid process for this RFP is at the bidders' own risk and cost. UNOPS shall not be responsible for any costs or expenses incurred by bidders in the preparation and submission of proposals or participation in the bid process, including any clarification meeting or site inspection.

UNOPS is not liable to bidders for any costs, expense or loss on any legal, contractual, quasi contractual or restitutionary basis incurred or suffered in connection with the RFP or bidders' participation in the bid process, including where:

- (i) clarifications and addenda are provided or not provided to bidders;
- (ii) a bidder is not selected or not engaged to carry out the works;
- (iii) UNOPS varies, terminates, suspends or delays any aspect of the bid process or conducts another process in its place;

- (iv) UNOPS elects not to proceed with the RFP in whole or in part; or
- (v) UNOPS exercises any rights under the RFP.

13. PROPOSAL VALIDITY PERIOD

Proposals shall remain valid for acceptance by UNOPS for the entire period set out in the RFP Particulars in Section I. A proposal valid for a shorter period of time shall be rejected.

Prior to expiration of the proposal validity period, UNOPS may request in writing that the bidders extend the validity of their proposals with the same conditions. The proposal of Bidders who decline to extend the validity shall become disqualified as no longer valid.

14. PARTIAL PROPOSALS

Bidders shall respond to all applicable Returnable Proposal Schedules and shall bid for all sections of the works. UNOPS will NOT accept proposals for one or several sections of the works only, nor will UNOPS accept proposals for only part of the works or part of any section of the works.

15. ALTERNATIVE PROPOSALS

Alternative proposals will not be evaluated unless stated otherwise in the RFP Particulars in Section I.

If a bidder submits an alternative proposal, it shall mark the original proposal as "Initial Proposal" and any subsequent proposal as "Alternative Proposal".

If the RFP Particulars in Section I do not state that alternative proposals may be evaluated, and a bidder submits more than one proposal:

- (i) All proposals marked as "Alternative Proposal" will be disqualified and only the proposal marked as "Initial Proposal" will be evaluated; or,
 - (ii) All proposals will be rejected if no indication is provided as to which proposal is the original proposal and which is/are the alternative proposal(s).
- If:
- (i) the RFP Particulars in Section I state that alternative proposals may be evaluated;
 - (ii) the bidder has submitted an Initial Proposal and an Alternative Proposal which meets the requirements of this Article 15; and
 - (iii) the bidder's Initial Proposal has been evaluated and that bidder has been assessed as the preferred bidder,

then UNOPS may consider, entirely in its own discretion, the Alternative Proposal of the preferred bidder.

16. PROPOSAL SECURITY

If the RFP Particulars in Section I state that bidders shall provide proposal security, the proposal security shall be in the form set out in Returnable Proposal Schedule 2 – Form of

Proposal Security (see Section IV) and shall be for the amount set out in the RFP Particulars in Section I.

The proposal security shall be issued by a reputable banking institution. Reputable banking institutions are banks certified by the central bank of the country where the bank is located, to operate as a commercial bank. UNOPS may, at its discretion, reject any proposal security that does not comply with this requirement.

The proposal security shall be valid for a period of 30 days beyond the Proposal Validity Period, as may be extended, after which this bank guarantee will automatically become null and void, unless a dispute arises in relation to this bank guarantee.

UNOPS shall have the right to request payment under the proposal security:

- (i) if the bidder withdraws its proposal after the Deadline for Submission of Proposals and prior to the end of the Proposal Validity Period, as may be extended; or
- (ii) in the case of a successful bidder, if the bidder fails to sign the Contract resulting from this bid process in accordance with the terms and conditions set forth in its proposal; or
- (iii) if the bidder fails to furnish a performance security in accordance with the Contract, if any is required.

Unsuccessful bidders shall liaise with UNOPS to collect their proposal security, which UNOPS shall make available to bidders within fifteen days after it has expired.

17. PROPOSAL CURRENCY(S)

Rates in the proposal shall be quoted in the currency (ies) stated in the RFP Particulars in Section I. If applicable, for comparison and evaluation purposes, UNOPS will convert the proposal rates into USD at the official United Nations rate of exchange in force at the time of the Deadline for Proposal Submission.

Proposal rates shall be fixed. Proposal with adjustable Proposal rates shall be disqualified.

18. DUTIES AND TAXES

UNOPS is a tax exempt entity. All proposal shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in the RFP Particulars in Section I.

19. PROPOSAL FORMAT

A proposal shall contain no interlineations, erasures, or overwriting. If necessary to correct errors made by a Bidder, hand written corrections to the proposal may be made before the submission and/or the Deadline for Proposal Submission. In this case, such corrections shall be initialed by the person or persons who signed the proposal.

Proposal shall be signed by the person authorized to do so in Returnable Proposal Schedule 1 – Proposal Form (see Section IV). That person shall be authorized by the bidder to bind the bidder. A copy of such authorization shall be submitted along with the proposal.

20. LANGUAGE OF PROPOSALS

All proposals, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this proposal process shall be in the language set out in the RFPParticulars in Section I.

Supporting documents may be submitted in their original language. If such language is different from that set out in the RFPParticulars in Section I, the supporting documents shall be submitted together with a translation of the supporting documents' relevant excerpts.

21. DEADLINE FOR PROPOSAL SUBMISSION

All proposals shall be received by UNOPS by no later than the time and date set out in the RFPParticulars in Section I. It shall be the sole responsibility of the bidders to ensure that their proposals are received by the Deadline for Proposal Submission.

Proposals submitted after the Deadline for Proposal Submission shall be rejected.

22. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF PROPOSALS

Prior to the Deadline for Proposal Submission, a bidder may withdraw, substitute, or modify its proposal after it has been submitted by sending a written notice to UNOPS. After the Deadline for Proposal Submission, however, the proposal shall remain valid and open for acceptance by UNOPS for the entire Proposal Validity Period, as may be extended.

If a bidder withdraws its proposal after the Deadline for Proposal Submission and prior to the expiration of the Proposal Validity Period, as may be extended, UNOPS may retain the bidder's Proposal Security, if any has been required in accordance with Article 16.

Proposals for which withdrawal has been requested prior to the deadline for submission of the proposal shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, UNOPS shall have the right to discard such proposal unopened without further notice to the Bidder. UNOPS shall not be responsible to return the proposal to the Bidder at UNOPS' costs.

23. PROPOSAL SUBMISSION

All proposals shall be submitted to UNOPS in accordance with the requirements set out in this RFP.

Proposals that are not submitted in accordance with the provisions set out in this RFP shall be rejected.

24. OPENING OF PROPOSALS

Proposals will be opened at the time and location, and in accordance with the requirements, set out in the RFPParticulars in Section I.

Bidders may attend the opening of the technical proposal. However, they shall not be allowed to attend the evaluation of the proposals.

Financial Proposals will be opened only for the bidders that are considered technically compliant according to Section III.

25. EVALUATION METHOD AND CRITERIA

UNOPS shall evaluate proposals and select a preferred bidder pursuant to Section III of this RFP.

26. OTHER UNOPS RIGHTS

Subject to Section III of the RFP, UNOPS shall have no obligation to accept any proposal, including the proposal with the lowest price.

UNOPS may, in its absolute discretion, do all or any of the following:

- (i) require additional information from bidders;
- (ii) change the structure and timing of the RFP;
- (iii) alter, terminate, suspend or defer the bid process or any part of or activity in it;
- (iv) Organise any site inspections or clarification meetings;
- (v) request, attend or observe any product, plant, equipment or other demonstration, trial or test, provided UNOPS acts reasonably in so doing;
- (vi) abandon, cancel or otherwise not proceed with the bid process at any time prior to the signature of a contract, without any liability toward the bidders and without providing any reason or notice to bidders.

27. COLLECTION OF REJECTED OR UNSUCCESSFUL PROPOSALS

UNOPS shall not return any rejected or unsuccessful bids to the bidders, except for late proposals, which will be available for collection by the bidders within fifteen days of the rejection.

28. CONFIDENTIALITY

All information and documents provided to the bidders by UNOPS shall be treated as confidential by the bidders and shall:

- (i) remain the property of UNOPS;
- (ii) not be used for any purpose other than the purpose of preparing a proposal; and
- (iii) be immediately returned to UNOPS in the event the bidder declines to respond to this RFP, or, in the event of a rejected or an unsuccessful bid, within fifteen days of being notified by UNOPS that its proposal was rejected or unsuccessful.

All information and documents provided to the bidders by UNOPS shall not be disclosed to any third party, except:

- (i) with the prior written consent of UNOPS;
- (ii) where the third party is assisting a bidder in preparing the bid, provided the bidder has previously ensured that party's adherence to this duty of confidentiality;
- (iii) if the information or documents is/are at the time of this RFP lawfully in the possession of the bidder through a party other than UNOPS;
- (iv) if required by law, and provided that the bidder has previously informed UNOPS in writing of its obligation to disclose the information or documents; or
- (v) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

29. ETHICS AND CORRUPT PRACTICES

UNOPS requires that all bidders observe the highest standard of ethics during the entire bid process, as well as the duration of any contract that may be signed as a result of this bid process. Therefore, all bidders shall represent and warrant that they:

- (i) have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the bid process and any contract that may be signed as a result of this bid process;
- (ii) have no conflict of interest that would prevent them from entering into a contract with UNOPS, and shall have no interest in other bidders or parties involved in this bid process or in the project underlying this bid process;
- (iii) have not engaged, or attempted to engage, in any Corrupt Practices in connection with this bid process or the contract that may be awarded as a result of this bid process. For the purposes of this provision, Corrupt Practices shall mean any of the following:
 - bribery: the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring works, or executing contracts;
 - extortion or coercion: the act of attempting to influence the process of procuring works, or executing contracts by means of threat of injury to person, property or reputation;
 - fraud: the misrepresentation of information or facts for the purpose of influencing the process of procuring works, or executing the contracts, to the detriment of UNOPS or other participants; or
 - collusion: the agreement between bidders designed to result in proposals at artificial rates that are not competitive.

- (iv) have not been involved in, either directly or indirectly, nor have they funded, either directly or indirectly, any terrorist activities, notably upon basis of the consolidated list of individuals belonging to or associated with terrorist entities as established and maintained by the United Nations 1267 Committee.

In the event that a bidder fails to comply with any of the above representations and warranties, UNOPS shall have the right to reject the proposals submitted by such bidder, and to terminate any contract that may have been signed as a result of this bid process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

30. AUDIT

Any bidder participating in this bid process shall agree to cooperate with the Office of Internal Oversight Services of the United Nations, UNOPS Internal Audit and Investigations Group as well as with any other investigation units authorized by UNOPS Executive Director and UNOPS Ethics Officer to investigate any allegation of misconduct, and in particular any allegation of a breach of Article 29 above, in connection with this bid process or any contract that may be awarded as a result of this bid process.

In cooperating with UNOPS, the bidders shall give access to UNOPS, upon written request, to all employees, representatives, agents and assignees, as well as to all documents, records and other elements of the bidder that may be required to conduct such investigation. The failure of a bidder to comply with any of the above representations and warranties shall give UNOPS the right to disqualify the proposals submitted by such bidder, and to terminate any contract that may have been signed as a result of this bid process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

31. BID PROTEST

Any bidder that believes to have been unjustly treated in connection with this bid process or any contract that may be awarded as a result of such bid process may submit a complaint to UNOPS' General Counsel. More information about bid protests can be found on UNOPS' website at www.unops.org.

SECTION III

EVALUATION METHOD AND CRITERIA

32. EVALUATION METHOD

Proposals shall be initially evaluated to check their compliance in accordance with the RFP. Proposals that have passed the preliminary evaluation shall be evaluated according to a two-step procedure. Evaluation of the Technical proposal shall be completed prior to the Financial proposal being opened and compared.

First, upon opening of the proposals, UNOPS shall proceed to a preliminary examination of the proposal. UNOPS may reject any proposal during the preliminary examination which does not comply with the formal requirements set out in this RFP, without further consultation with the bidder.

Second, proposals that passed the preliminary evaluation shall be evaluated for technical compliance based on:

- technical expertise and experience;
- safety, quality and insurance; and
- capacity, resources and key personnel.

The maximum number of points that a bidder may obtain for the Technical proposal is 70. To be technically compliant, Bidders must obtain a minimum of 49 points.

Finally, the financial part of proposals that are found to be technically compliant shall be evaluated.

The maximum number of points that a bidder may obtain for the Financial Proposal is 30. The maximum number of points will be allocated to the lowest evaluated price bid. All other prices will receive points in reverse proportion according to the following formula:

Points for the Financial Proposal of a bid being evaluated =

$$\frac{[\text{Maximum number of points for the Financial Proposal}] \times \{\text{Lowest price}\}}{[\text{Price of proposal being evaluated}]}$$

The selection of the preferred bidder will be based on a cumulative analysis, analysing all relevant costs, risks and benefits of each proposal throughout the whole life cycle of the works and in the context of the project as a whole. The lowest priced proposal will not necessarily be accepted.

The total score obtained in both Technical and Financial proposals will be the final score for proposal, with 70% allocated to the Technical proposal and 30% to the Financial proposal. The proposal obtaining the overall highest score will be considered as the winning proposal. This proposal will be considered to be the most responsive to the needs of UNOPS in terms of value for money.

UNOPS may request clarification or further information in writing from the bidders at any time during the bid process. The bidders' responses shall not contain any changes regarding the substance (including the rates) of their proposal.

UNOPS may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.

33. EVALUATION CRITERIA

33.1. Preliminary Evaluation Criteria

Upon opening of the proposals, UNOPS shall proceed to a preliminary examination of such proposals. UNOPS may reject any proposal during the preliminary examination which does not comply with the formal requirements set out in this RFP, without further consultation with the bidder.

Proposals which are incomplete, frivolous, clearly not competitive or contain material deviations from or reservations to the terms of the Contract, may, in UNOPS absolute discretion, be rejected or excluded from further consideration at any time during the evaluation, including after preliminary examination. A bidder may not be permitted to correct or withdraw material deviations or reservations in a proposal after the Deadline for Proposal Submission.

The following information for each Returnable Proposal schedules will be evaluated in the Preliminary evaluation.

If a proposal fails a "pass fail" criteria listed below it will be disqualified and will be subject to no further evaluation.

Non-compliance with 'Check and clarify' evaluation criteria may be rectified by the bidders upon request by UNOPS.

Returnable Proposal Schedule 1 – Proposal Form

The bidder's proposal form is correctly filled out.

Check and clarify

Document from Serbian Business Registers Agency to be provided.

Check and clarify

Tax administration receipt that the company paid all local and national taxes to be provided.

Document should not be older than 6 months from the date of the proposal.

Check and clarify

Returnable Proposal Schedule 2 – Proposal Security

The bidder's proposal security complies with the RFP's requirement.

Pass/Fail

Section I - RFP Particulars

The Letter of Intent from the bidder's bank to issue bank guarantee for performance.

Pass/Fail

The Letter of Intent from the bidder's bank to issue bank guarantee for the warranty period.

Pass/Fail

Returnable Proposal Schedule 3 - Bidder Details

*The bidder's details are correctly filled out.
Check and clarify*

Returnable Proposal Schedule 7 – Insurances

*The bidder's insurances comply with the RFP's requirements.
NOT USED*

Returnable Proposal Schedule 15 – Declaration

*The bidder's declaration is correctly filled out.
Check and clarify*

Returnable Proposal Schedule 16 – Conflict of Interest

*The bidder's filled out this schedule.
Check and clarify*

Returnable Proposal Schedule 17 – Dispute Details

*The bidder's filled out this schedule.
Check and clarify*

Returnable Proposal Schedule 18 – Addenda to RFP

*The bidder's filled out this schedule.
Check and clarify*

33.2. Technical Evaluation Criteria

Returnable Proposal Schedule 5 - Preliminary Programme

*The bidder's preliminary program demonstrates the bidder's capacity to plan and programme the works within timelines that are consistent with industry practice, the project requirements and UNOPS' project technical staff programme.
Detailed work plan to be provided.*

Points: *From 8 to 10 months – 8 points
More than 10 months – 6 points
Less than 8 months – 10 points*

Returnable Proposal Schedule 6 – Project Team and Organizational Structure

The bidder's project team and organizational structure demonstrate the capacity of the bidder's core team to execute the works and should include all essential roles filled with people of the required experience.

Additionally the engineers must hold the following licences:

- a) **Construction engineer – 400 or 401 or 410 or 411.** *Responsible Construction engineer must have relevant professional experience in at least 2 projects as responsible contracting engineer. These 2 projects should cover at least 2500m2 gross area each. For this purpose the bidder should provide adequate proof of his/her engagement (decision on appointment and sheets of final payment certificates signed by the investor, supervisor and responsible contracting engineer). CV of proposed engineer should also to be provided. The Bidder should also provide*

FR

the evidence of his/her employment (employment record booklet or temporary employment contract).

Points:

At least 2 or more similar national/ international projects involving construction of public buildings (2 is a minimum requirement) – 1 point

More than 2 projects - 2 points

Similar projects funded through UN system – additional 1 point

- b) **Electrical engineer – 450.** Responsible Electrical engineer must have relevant professional experience in at least 2 projects as responsible contracting engineer. These 2 projects should cover at least 2500m² gross area each. For this purpose the bidder should provide adequate proof of his/her engagement (decision on appointment and sheets of final payment certificates signed by the investor, supervisor and responsible contracting engineer). CV of proposed engineer should also to be provided. The Bidder should also provide the evidence of his/her employment (employment record booklet or temporary employment contract).

Points:

At least 2 or more similar national/ international projects involving construction of public buildings (2 is a minimum requirement) – 1 point

More than 2 projects - 2 points

Similar projects funded through UN system – additional 1 point

- c) **Mechanical engineer – 430.** Responsible Mechanical engineer must have relevant professional experience in at least 2 projects as responsible contracting engineer. These 2 projects should cover at least 2500m² gross area each. For this purpose the bidder should provide adequate proof of his/her engagement (decision on appointment and sheets of final payment certificates signed by the investor, supervisor and responsible contracting engineer). CV of proposed engineer should also to be provided. The Bidder should also provide the evidence of his/her employment (employment record booklet or temporary employment contract).

Points:

At least 2 or more similar national/ international projects involving construction of public buildings (2 is a minimum requirement) – 1 point

More than 2 projects - 2 points

Similar projects funded through UN system – additional 1 point

- d) **The Bidder should have minimum 20 construction workers** employed for implementation of this project. For this purpose the Bidder should provide the copy of employment record booklet or pre-engagement contract.

Check and clarify

Returnable Proposal Schedule 8 – Capacity Experience, Work in Hand and Completed.

1. **3(three) similar contracts (construction of public buildings) executed successfully during the last 10 years.** Reference letters from the clients issued to the main contractor to be provided. The Bidder should also provide the copy of the approved final payment certificates and contracts supporting the reference letters.

Points:

At least 3 or more similar national/ international projects involving construction of public buildings (3 is a minimum requirement) – 9 points

More than 3 projects: 1 point per every extra project but not more than 12 points

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Similar projects funded through UN system: additional 2 points but not more than 14 points

2. Minimum RSD 400,000,000.00 (Four Hundred Million Republic of Serbia Dinar) of total turnover within the last 3 years. Financial statements and solvency reports for last 3 years to be provided

Points:

From RSD 400,000,000.00 to RSD 650,000,000.00 - 5 points

More than RSD 650,000,000.00 - 7 points

3. Capacity to undertake this contract within current workload. List of on-going contracts with values to be provided together with the statement that the Bidder has adequate human, financial and technical capacities to cover the tendered works.

Check and clarify

4. Key assets that the bidder shall demonstrate adequate ownership of, or access to:

- Bulldozer
- Crane
- 4 excavators/Frontend loader
- 1 truck, 1.5 t
- 1 JCB
- 2 trucks, 20 t
- Vibrating compactors
- Concrete plant
- 2 Concrete truck-mixer
- Concrete truck-pump
- Formwork min 1000m²
- Scaffolding min 2000m²

Note: All of the above equipment should be hired or owned. Please provide adequate proof (hiring contracts or company's assets list) for this purpose.

Points: All of the above (plus up to three more items) – 9 points

4 or more items than all of the above – 11 points

Returnable Proposal Schedule 9 – Implementation/Quality Management System

The bidder's quality or implementation manual and preliminary plan demonstrate the bidder's capacity to consistently be able to construct works to the required quality.

Points:

If ISO 9001 certificate (QMS) provided – 2 points

If ISO 9001 certificate (QMS) NOT provided – 0 points

Returnable Proposal Schedule 10 – Health and Safety Management System

The bidder's health and safety manual and preliminary plan demonstrate the bidder's capacity to consistently construct the works in a suitably safe manner. The Bidder should provide Work Safety and Security Act (first page of the document signed and stamped). The Bidder shall also provide the Letter of appointment for responsible person for the implementation of safety and security plan.

Check and clarify

PR

Returnable Proposal Schedule 11 – Environmental Management System

The bidder's environmental manual and plan demonstrates the bidder's capacity to be able to construct works in an environmentally sound manner.

Points:

If ISO 14001 certificate (QMS) provided – 2 points

If ISO 14001 certificate (QMS) NOT provided – 0 points

Returnable Proposal Schedule 12 – Proposed Subcontractors and Suppliers

The bidder's proposed subcontractors and suppliers are of an appropriate quantity and quality and their location is appropriate.

Points:

a) **No subcontractors – 15 points**

b) **From one to four subcontractors – 13 points**

c) **More than four subcontractors – 9 points**

Note: Total amount of subcontracted works must not exceed 49% of the total price offered.

Returnable Proposal Schedule 13 – Proposed Sources of Naturally Occurring Material

The bidder's proposed naturally occurring materials are from a responsible and appropriate location and the material comply with required standard under the Contract.

NOT USED

Returnable Proposal Schedule 14 – Outline Statement of Proposed Methods

The bidder's proposed method statement demonstrates the bidder's capacity to plan and execute the works in a professional and properly staged manner

NOT USED

33.3. Financial Evaluation Criteria

Returnable Proposal Schedule 4 – Lump Sum Contract Price:

Lump Sum Contract Price:	(i) RSD/USD	
As per attached BoQ:		

Pol

**SECTION IV
RETURNABLE PROPOSAL SCHEDULES**

Note to Bidders: Instructions to complete each Returnable Proposal Schedule are highlighted in blue in each schedule. Please complete the Returnable Proposal Schedules as instructed

**RETURNABLE PROPOSALSCHEDULE 1
PROPOSAL FORM**

United Nations Office for Project Services
Sumatovacka 59, 11 000 Belgrade

Dear Sir/Madam,

Subject: Proposal for the Construction of building for the department of Faculty of Economics from Subotica in Bujanovac- UNOPS-EP-2014-W-001,

1. We, _____ **[Name of Bidder]**, hereby submit a proposal for the construction of the above-referenced works in response to the above-referenced RFP.
2. We warrant that in preparing and submitting this proposal, we have complied with, and are willing to be bound by, any and all of the requirements and provisions of the above-referenced RFP, including the terms and conditions of the Contract as set out in Section V of the RFP.
3. Based on the above, our proposed Contract Price is: _____ **[Insert Proposed Contract Price in numbers and letters]**.
4. Our proposal shall remain valid for UNOPS' acceptance until 120 calendar days from the Deadline for Proposal Submission.
5. We acknowledge and agree that:
 - subject to Section III of the RFP, UNOPS is not bound to accept the lowest priced proposal or any other proposal it may receive in response to the above-referenced RFP;
 - no liability of UNOPS and no binding contract may exist between a bidder and UNOPS until a Contract is executed by both parties;
 - each party constituting the bidder is bound jointly and severally by this proposal;
6. Enclosed is a proposal security in the sum of _____ **[insert amount]** in the form set out in the Returnable Proposal Schedule 2 – Form of Bid Security, issued by _____ **[insert name of bank]**.

I, the undersigned, certify that I am duly authorized by _____ **[insert name of bidder]** to sign this proposal and bind _____ **[insert name of bidder]** should UNOPS accept this proposal:

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp Proposal Form with official stamp of the bidder]

Be

**RETURNABLE PROPOSALSCHEDULE 2
FORM OF PROPOSALSECURITY**

BANK GUARANTEE FOR PROPOSAL

[Insert Letterhead of Bank]

Date: _____ **[insert]**

To: United Nations Office for Project Services (UNOPS)
Sumatovacka 59, 11 000 Belgrade

Dear,

Re: Bank Guarantee for Proposalin response to Request for Proposal, Case No. UNOPS-EP-2014-W-001

The United Nations Office for Project Services (UNOPS) issued a Request for proposal for the construction of Construction of building for the department of Faculty of Economics from Subotica in Bujanovac - UNOPS-EP-2014-W-001. In response to this RFP, _____ **[insert name of bidder]** has informed you of its intent to submit a proposal.

As required in the RFP, we, _____ **[insert bank]**, at the request of _____ **[insert name of bidder]**, hereby irrevocably and unconditionally undertake with UNOPS that whenever UNOPS gives written notice to us stating that in your sole and absolute judgment _____ **[insert name of bidder]** has failed to comply with the terms and conditions of its proposal, we will, notwithstanding any objection which may be made by _____ **[insert name of bidder]**, and without any right of set-off or counterclaim, immediately pay to UNOPS the sum of _____ **[insert amount of proposalsecurity]**.

This bank guarantee is valid and will continue to be valid from the date of this letter until 30 days beyond the proposalvalidity period, as may be extended, after which this bank guarantee will automatically become null and void, unless a dispute arises in relation to this bank guarantee.

Any payment by us in accordance with this bank guarantee shall be in immediately available and freely transferable in RSD, free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this bank guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim from _____ **[insert name of bidder]**and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to _____ **[insert name of bidder]**;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organisation of the _____ **[insert name of bidder]**; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This bank guarantee may not be assigned by UNOPS to any person, firm or company other than an affiliate, without our prior written consent, which shall not be unreasonably withheld. UNOPS shall notify us in writing of any assignment, after which we shall make any payment claimed under this bank guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this bank guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being dispatched by prepaid registered post or recorded delivery (in the case of a letter) or as otherwise advised by and between the parties.

We agree that part of the proposal may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and _____ **[insert name of bidder]**, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this bank guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that guaranteed sum does not increase or decrease.

No action, event or condition which by any applicable law may operate to free us from liability under this bank guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this bank guarantee will be irrevocable and, except as stated in this bank guarantee, unconditional in all respects.

This bank guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this bank guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this bank guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, of which UNOPS is an integral part, which are hereby expressly reserved.

Notices under this bank guarantee shall be made to:

_____ **[insert contact information for notices]**

IN WITNESS of which the _____ **[insert name of bank]**
has duly executed this Guarantee on the date stated above.

SIGNED by _____ **[insert]**

as attorney for _____ **[insert]**

under power of attorney dated _____ **[insert]**

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

RETURNABLE PROPOSALSCHEDULE 3

BIDDER'S DETAILS

RFP Case No.: UNOPS-EP-2014-W-001 _____ _____
Name of bidder: _____
Trade Licence title and No.: _____
Address of registered office: _____ _____
Name of bidder representative: _____
Address for service of notices (if different than above): _____ _____
Phone number: _____
Facsimile number: _____
Mobile phone number: _____
Email: _____ _____

RE

RETURABLE PROPOSALSCHEDULE 4

**LUMP SUM CONTRACT PRICE
AND
SCHEDULE OF RATES FOR VARIATIONS AND DAYWORK RATES**

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

Note to bidders: Bidders shall submit within Returnable Proposal Schedule 4 (or annexed to Returnable Proposal Schedule 4 if files size is prohibitively large) a lump sum contract price and a Schedule of Rates for Variations and Daywork Rates.

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RETURNABLE PROPOSALSCHEDULE 5
BIDDER PRELIMINARY PROGRAMME

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

Note to bidders: Bidders shall submit a preliminary programme for the executions of the works.

Bidders are required to make their own detailed assessment of the time, work methods and activities that shall be required for the successful and timely completion of the works, and shall submit their proposal on the basis of an assurance that the works can be completed by the Time for Completion and the Milestone Dates identified in the Contract.

The preliminary programme shall be prepared in sufficient detail to enable UNOPS to adequately evaluate the planned execution, staging and allocation of resources for the works.

The preliminary programme shall show the dates when the Milestones identified in the Contract shall be achieved. It shall also include and/or be accompanied by:

- (i) a programme narrative that describes the mechanisms and assumptions made in preparing the programme; and*
- (ii) a critical path analysis for the execution of the works which shall clearly show the float times available within the programme and the earliest start/earliest finish and latest start/latest finish times for each and every activity.*

If a bidder is selected as the preferred bidder, it shall be required to further develop and complete this programme in accordance with the contract for works.



RETURNABLE PROPOSALSCHEDULE 6

PROPOSED PROJECT TEAM AND ORGANIZATIONAL STRUCTURE

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

Note to bidders: Bidders shall set out below:

1. *the key personnel that the bidder proposes to assign to the execution of the works;*
2. *the qualifications and relevant experience of each of the key personnel that the bidder proposes to assign to the execution of the works, including a CV/resume for each of the key personnel;*
3. *the proposed organisational structure for carrying out the works. Bidders are to attach a chart indicating the bidder's organisation structure; and*
4. *the bidder's representatives who are authorized to sign the Contract. The bidder shall provide a copy of such authorization]*

Key Personnel

No.	Position Description	Name	Years Exp
1	Construction Engineer	[Insert Name]	[Insert No.]
2	Electrical engineer	[Insert Name]	[Insert No.]
3	Mechanical Engineer	[Insert Name]	[Insert No.]

Contractor's Representative as per the Contract:

No.	Position Description	Name	Years Exp
1	Contractors Representative	[Insert Name]	[Insert No.]

RETURNABLE PROPOSALSCHEDULE 7 – NOT USED

INSURANCES

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

Note to bidders: Bidders are to provide details of their insurance policies if they have any at the time of preparing their proposal. If selected, Bidders will have to comply with the insurance requirements as set out under Schedule 14 of the Contract. Bidders are advised that UNOPS may request copies of the insurance policies and any endorsements during the review of proposals, including amounts of any deductibles and all exclusions.

1. Construction All Risks Insurance/Third Party Liability Insurance

Name of Insurer:	
Policy No.:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

2. Marine Cargo Insurance

Name of Insurer:	
Policy No.:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

3. Workers' Compensation/Employer's Liability Insurance

Name of Insurer:	
Policy No.:	
Insured Amount:	
Renewal Date:	
Name of Broker:	

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Contact details of Broker:	
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4. Contractor's Plant and Equipment Insurance

Name of Insurer:	
Policy No:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

5. Motor Insurance

Name of Insurer:	
Policy No:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

6. Professional Indemnity Insurance

Name of Insurer:	
Policy No:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

RETURNABLE PROPOSALSCHEDULE 8

CAPACITY, EXPERIENCE, WORK IN HAND AND WORK COMPLETED

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

1. **Similar Projects during the last [10] years:**
[List names, locations and value or attach]

2. **All projects during the last [3] years:**
[List names, locations and value or attach]

3. **All current projects underway or committed to start:**
[List names, locations and value or attach]

4. **Assets**
[List information regarding relevant facilities, fixed and/or mobile plants and equipments that would be used on this project. If such facilities, fixed and/or mobile plants and equipments are not owned by the bidder, please include information on how facilities, fixed and/or mobile plants and equipments will be hired or leased.]
Attach as requested on page 25

RETURNABLE PROPOSALSCHEDULE 9

IMPLEMENTATION/QUALITY MANAGEMENT SYSTEM PROPOSALS

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

Note to bidders: After selection of the successful bidder, UNOPS, in consultation with the bidder, will review the bidder's Quality Management plan and policy with UNOPS Quality Management plan and policy with a view to determining how to integrate them with each other. Please note that UNOPS sets a standard minimum and shall apply by default.

1. Implementation/Quality Management Manual

Please provide your quality management manual intended to be employed by the bidder if one exists.

2. Implementation/Quality Management Plan

Please provide an outline of the project quality management plan demonstrating the approach to be taken to quality matters during the execution of the works

The quality plan shall be:

- (i) appropriate to the design (if any), materials, fabrication, components, construction, testing, commissioning and site maintenance activities;*
- (ii) specific to the works.*

3. Integration of Management System

Please provide an outline of how, if you have one, your quality management system would be integrated with UNOPS implementation manual as given in the contract.

RETURNABLE PROPOSALSCHEDULE 10

OHS (HEALTH AND SAFETY) MANAGEMENT SYSTEM

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

Note to bidders: After selection of the successful bidder, UNOPS, in consultation with the bidder, will review the bidder's Health and Safety Management plan and policy with UNOPS Health and Safety Management plan and policy, with a view to determining how to integrate them with each other. Please note that UNOPS sets a standard minimum and shall apply by default.

1. Health and Safety Management Manual

Please provide your Health and Safety Management policy intended to be employed by the bidder if one exists.

2. Health and Safety Management Plan

Please provide an outline of the project HS management plan demonstrating the approach to be taken to HS matters during the execution of the works

The HS plan shall be:

- (i) appropriate to the design (if any), materials, fabrication, components, construction, testing, commissioning and site maintenance activities; and*
- (ii) specific to the works.*

3. Integration of Health and Security Management System

Please provide an outline of how, if you have one, your Health and Safety system would be integrated with UNOPS Health and Safety manual as given in the contract.

RETURNABLE PROPOSALSCHEDULE 11

ENVIRONMENTAL MANAGEMENT SYSTEM

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

Note to bidders: After selection of the successful bidder, UNOPS, in consultation with the bidder, will review the bidder's Environmental Management plan and policy with UNOPS Environmental Management plan and policy, with a view to determining how to integrate them with each other. Please note that UNOPS sets a standard minimum and shall apply by default.

1. Environmental Management Manual:

Please provide your Environmental Management Manual intended to be used by the bidder if one exists.

2. Environmental Management Plan:

Please provide an outline of the project EMmanagement plan demonstrating the approach to be taken to EM matters during the execution of the works

The EM plan shall be:

- (i) appropriate to the design (if any), materials, fabrication, components, construction, testing, commissioning and site maintenance activities;*
- (ii) specific to the works.*

3. Integration of Environmental Management System: n/a

Please provide an outline of how, if you have one, your Environmental Management system would be integrated with UNOPS Environmental Management manual as given in the contract.

EB

RETURNABLE PROPOSALSCHEDULE 12
PROPOSED SUBCONTRACTORS AND SUPPLIERS

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

Note to bidders: Bidders shall provide details of the subcontractors and suppliers they propose to use on the project, including:

- Companies' names; and
- Particulars of the works which the bidder proposes to be undertaken by them.

		Subcontracting (Yes/No)	Company's name
1	CONSTRUCTION AND CRAFT WORKS		
		Preparation works - building demolition, plateau and plot clearing	
2		Earthworks	
3		Concrete and reinforced-concrete works	
4		Reinforcement works	
5		Masonry works	
6		Dry-installation works	
7		Carpentry work	
8		Insulation works	
9	Aluminum and locksmithing		

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10		Tinsmithing works		
11		Steel construction		
12		Ceramic works		
13		Flooring works		
14		Painting works		
15		Façade works		
16		Various works (mats, cleaning)		
17		Plumbing works		
18	PS	Installation of a sewerage system		
19		Installation of rain sewer		
20		Plumbing and sewerage works in the building		
21	EI	Electrical installations		
22		Installation of telecommunications		
23	E	Elevator		
24	M	Mechanical installation		
25	EQ	Equipping		
26	TP	Traffic areas		
27		Parterre		
28	FP	Fire Protection		

RETURNABLE PROPOSALSCHEDULE 13 – NOT USED

PROPOSED SOURCES OF NATURALLY OCCURRING MATERIALS

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

Note to Bidders: Bidders shall provide details of their proposed sources of naturally occurring materials, including aggregates

RETURNABLE PROPOSALSCHEDULE 14 – NOT USED

OUTLINE STATEMENT OF PROPOSED METHODS

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

Note to Bidders: Bidder shall provide a detailed method statement setting out:

- (i) how it proposes to stage and construct the works;*
- (ii) a description of how the bidder proposes to obtain all requisite NOC's (no objection certificates) from the relevant authorities prior to commencement of the works onsite;*
- (iii) a statement describing its methodology for coordinating with the authorities and complying with respective timescales for advance notification to enable works to commence on the project site in accordance with the programme to be submitted by the bidder with Returnable ProposalSchedule 5; and*
- (iv) how it proposes to implement traffic management.*

PL

RETURNABLE PROPOSALSCHEDULE 15

DECLARATION

United Nations Office for Project Services
Sumatovacka 59, 11 000 Belgrade

Dear Sir/Madam,

Subject: Request for proposal for the Construction of building for the department of Faculty of Economics from Subotica in Bujanovac - UNOPS-EP-2014-W-001

I, _____ *[insert name and title]*, _____ *[insert title]*, do solemnly and sincerely declare that:

1. I am duly authorised by _____ *[Insert name of bidder]* (the Bidder) to make this declaration on its behalf.
2. I make this declaration on behalf of the Bidder.
3. Before the Bidder submitted its proposal, neither the Bidder, nor any of its employees or agents, had knowledge of the proposal (including the technical and financial proposals) made by any other bidder who submitted, or of any person, company, other body corporate or firm that proposed to submit, a proposal in response to this RFP.
4. Before the Deadline for Proposal Submission of this bid process, neither the Bidder, nor any of its employees or agents, disclosed the Bidder's proposal (including the technical and financial proposals) to:
 - (i) any other bidder who submitted a proposal in response to this RFP;
 - (ii) any person, company, other body corporate or firm proposing to submit a proposal in response to this RFP.
5. Neither the Bidder, nor any of its employees or agents, has provided information to:
 - (i) any other bidder who has submitted a proposal in response to this RFP;
 - (ii) any person, company, other body corporate or firm proposing to submit a proposal in response to this RFP; or
 - (iii) any other person, company, body corporate or firm for the purpose of assisting in the preparation of a proposal in response to this RFP.
6. The Bidder is genuinely competing for the Contract.
7. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding, other than as disclosed to UNOPS in the proposal, that the successful bidder for the Contract shall pay any money to, or provide any other benefit or other financial advantage to, an industry association in respect of the Contract.
8. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that the successful bidder for the Contract

shall pay any money to, or provide any other benefit or other financial advantage to, any other bidder who unsuccessfully tendered for the Contract.

9. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that bidders for the Contract would include an identical or similar condition or qualification in their proposals.

I acknowledge that this declaration is true and correct, and I make it in the belief that a person making a false declaration is liable to penalties.

DECLARED at _____ **[insert place]** on _____ **[insert date]**
before me:

Signature of authorised witness

Name of authorised witness
(capital letters)

Address of authorised witness

Witness' Occupation

Signature of declarant

RETURNABLE PROPOSALSCHEDULE 16

CONFLICTS OF INTEREST

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

Note to Bidders: Bidder shall declare any actual or potential conflicts of interest which may arise with respect to the project as between:

- (i) *UNOPS and the bidder; and*
- (ii) *UNOPS and any subcontractor (including consultants) proposed by the bidder*

Re

RETURNABLE PROPOSALSCHEDULE 17

DISPUTE DETAILS

RFP Case No.: UNOPS-EP-2014-W-001

Name of bidder: _____

Date: _____

Signature: _____

Note to Bidders: Bidders shall submit a statement below providing details of any current contract dispute and/or arbitral or legal proceeding involving the bidder. The statement shall include details of any dispute which has been, or is reasonably likely to be, referred to formal dispute proceedings (e.g. mediation or arbitration) or is the subject of litigation in any court locally or overseas. This information shall be provided regardless of whether such action has been instigated by the bidder against a client or a client of the bidder against the bidder.



SECTION V: UNOPS LUMP SUM CONSTRUCTION CONTRACT

[Insert UNOPS Lump Sum Construction Contract]

