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**UNOPS**

**UNOPS/SFRS**

**United Nations Office for Project Services**

**Provision of construction works on the Hall of Culture and Sports in Obrenovac – phase 2&3,  
SPORTS Hall and auxiliary premises**

**Request for Proposal**

**Short Form Construction Contract**

**Contract No.: UNOPS-SFRS-2015-W-072**

**Date of Issuance: 21 October 2015**

**RFP Case No.: UNOPS-SFRS-2015-W-072 – Provision of construction works on  
the Hall of Culture and Sports in Obrenovac – phase 2&3, Sports Hall and  
auxiliary premises**

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## INVITATION LETTER

Dear Sir/Madam,

**Subject: Request for Proposal for the Construction works on the Hall of Culture and Sports in Obrenovac – phase 2&3, Sports Hall and auxiliary premises, RFP Case No. UNOPS-SFRS-2015-W-072**

Sports and Culture Centre in Obrenovac is a building constructed for a special purpose in the 1980s, in order to enable holding theatrical, cultural and sporting events. The existing building consists of two separate parts: a cultural centre and sports hall.

Hit by floods in May last year, the building was significantly damaged due to the presence of water, and was therefore closed and needs full repair. Since the building is designed and constructed as two independent functional and technological units, the design of repair and adaptation provides for construction in phases.

All repair and adaptation works on the building are divided into 4 phases:

- Phase 1 - repair and adaptation of small and large theatre hall with support facilities, as well as all previous preparatory works,
- Phase 2 - repair and adaptation of sports hall with support facilities,
- Phase 3 – repair of other/administrative premises of the cultural centre, and
- Phase 4 - repair of the entire façade.

The roof was repaired in 2008 and is not included in the works.

**Bill of quantities, hereby enclosed, includes the works of Phase 2&3.**

Repair and adaptation works of Phase 2&3 shall solve the problems resulted from the floods in the area, and provide for adjustments in accordance with new regulatory changes regarding: fire protection, energy efficiency, Design for All (access by persons with disabilities to all areas of the building).

Repair of the sports hall, i.e. Phase 2 covers the following areas within the building: a large sports hall (capacity 1,750 visitors) and supporting areas (entrance foyer and corridors, sanitary facilities, dressing rooms and technical rooms (room for air handling units).

Repair works on the sports hall include the following:

- civil and specialist's works for repairing the consequences of flooding: repair of the capillary moisture, repair of walls and wall linings, repair of floors and flooring, repair of ceiling, replacement of joinery and metal work, closure of the foyer at the entrance to rostrum with light partitions, and all other civil works associated with the installations.
- Installation works: replacement of devices, equipment and installations damaged by the floods with new ones of the same capacity (including a new scoreboard, reflectors and other sports hall equipment);
- elimination of barriers to access of persons with special needs: introduction of sanitary block for the disabled in the ground floor zone;

Bill of quantity provides for standards and regulations that must be met in terms of incorporated construction materials, as well as system installation and equipment for cost-efficient and long-term exploitation of the building. Since this is an existing damaged building, which is not functional for months, prior to work commencement it is necessary to carry out all the necessary measurements, surveying, and testing.

Repair of auxiliary premises, i.e. Phase 3 covers the following areas within the building: offices for the management at the ground floor, offices for accounting, technical and other departments on the first floor, café, art gallery (capacity of 100 visitors), facilities for radio, library, accompanying communications, sanitary and technical rooms of this particular area.

Repair works on auxiliary premises include the following:

- civil and specialist's works for repairing the consequences of flooding: repair of the capillary moisture, repair of walls and wall linings, repair of floors and flooring, repair of ceiling, replacement of joinery and metal work, closure of the café area with light partitions, and all other civil works associated with the installations.
- Installation works: replacement of devices, equipment and installations damaged by the floods with new ones of the same capacity;
- elimination of barriers to access of persons with special needs

Bill of quantity provides for standards and regulations that must be met in terms of incorporated construction materials, as well as system installation and equipment for cost-efficient and long-term exploitation of the building. Since this is an existing damaged building, which is not functional for months, prior to work commencement it is necessary to carry out all the necessary measurements, surveying, and testing.

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 Short Form Construction Contract (the Contract) (Section V).

A complete set of the above bidding documents in English and BOQ in Serbian/English may be obtained from UNOPS by downloading them from our website at <http://www.progresprogram.org/konkursi.php?oblast=tenderi>.

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: UNOPS RSOC Manager

Date: 21-Oct-2015

Signature: 

**SECTION I**

**RFP PARTICULARS**

<p>Works (Article 1)</p>	<p><b>Request for Proposal for the Construction works on the Hall of Culture and Sports in Obrenovac – phase 2&amp;3, Sports Hall and auxiliary premises RFP Case No. UNOPS-SFRS-2015-W-072</b></p> <p>Sports and Culture Centre in Obrenovac is a building constructed for a special purpose in the 1980s, in order to enable holding theatrical, cultural and sporting events. The existing building consists of two separate parts: a cultural centre and sports hall.</p> <p>Hit by floods in May last year, the building was significantly damaged due to the presence of water, and was therefore closed and needs full repair. Since the building is designed and constructed as two independent functional and technological units, the design of repair and adaptation provides for construction in phases.</p> <p>All repair and adaptation works on the building are divided into 4 phases:</p> <ul style="list-style-type: none"> <li>• Phase 1 - repair and adaptation of small and large theatre hall with support facilities, as well as all previous preparatory works,</li> <li>• Phase 2 - repair and adaptation of sports hall with support facilities,</li> <li>• Phase 3 – repair of other/administrative premises of the cultural centre, and</li> <li>• Phase 4 - repair of the entire façade.</li> </ul> <p>The roof was repaired in 2008 and is not included in the works.</p> <p><b>Bill of quantities, hereby enclosed, includes the works of Phase 2&amp;3.</b></p> <p>Repair and adaptation works of Phase 2&amp;3 shall solve the problems resulted from the floods in the area, and provide for adjustments in accordance with new regulatory changes regarding: fire protection, energy efficiency, Design for All (access by persons with disabilities to all areas of the building).</p> <p>Repair of the sports hall, i.e. Phase 2 covers the following areas within the building: a large sports hall (capacity 1,750 visitors) and supporting areas (entrance foyer and corridors, sanitary facilities, dressing rooms and technical rooms (room for air handling units).</p> <p>Repair works on the sports hall include the following:</p> <ul style="list-style-type: none"> <li>• civil and specialist's works for repairing the consequences of flooding: repair of the capillary moisture, repair of walls and wall linings, repair of floors and flooring, repair of ceiling, replacement of joinery and metal work, closure of the foyer at the entrance to rostrum with light partitions, and all other civil works associated with the installations.</li> <li>• Installation works: replacement of devices, equipment and installations damaged by the floods with new ones of the same capacity (including a new scoreboard, reflectors and other sports hall equipment);</li> </ul>
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	<ul style="list-style-type: none"> <li>• elimination of barriers to access of persons with special needs: introduction of sanitary block for the disabled in the ground floor zone;</li> </ul> <p>Repair of auxiliary premises, i.e. Phase 3 covers the following areas within the building: offices for the management at the ground floor, offices for accounting, technical and other departments on the first floor, café, art gallery (capacity of 100 visitors), and facilities for radio, library, accompanying communications, sanitary and technical rooms of this particular area.</p> <p>Repair works on auxiliary premises include the following:</p> <ul style="list-style-type: none"> <li>• civil and specialist's works for repairing the consequences of flooding: repair of the capillary moisture, repair of walls and wall linings, repair of floors and flooring, repair of ceiling, replacement of joinery and metal work, closure of the café area with light partitions, and all other civil works associated with the installations.</li> <li>• Installation works: replacement of devices, equipment and installations damaged by the floods with new ones of the same capacity;</li> <li>• elimination of barriers to access of persons with special needs</li> </ul> <p>Bill of quantities provides for standards and regulations that must be met in terms of incorporated construction materials, as well as system installation and equipment for cost-efficient and long-term exploitation of the building. Since this is an existing damaged building, which is not functional for months, prior to work commencement it is necessary to carry out all the necessary measurements, surveying, and testing.</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;">Procurement Unit United Nations Office for Project Services <a href="mailto:srpc.procurement@unops.org">srpc.procurement@unops.org</a></p> <p><b>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Art. 23).</b></p>
<p>Bidder Eligibility(Article 4)</p>	<p>No nationalities are excluded from submitting a bid.</p>
<p>Clarifications (Article 8)</p>	<p>Requests for clarification from bidders will not be accepted any later than 4 days before the Deadline for Proposal Submission.</p> <p>Responses to requests for clarification shall be communicated to bidders by posting responses on UNOPS web site (<a href="http://www.unops.org">www.unops.org</a>), LBHT web site (<a href="http://www.sagradiodom.org">http://www.sagradiodom.org</a>) and EUROPEAN PROGRES website (<a href="http://www.euprogres.org">www.euprogres.org</a>) under ITB Case No. UNOPS-SFRS-2015-W-072</p>
<p>Clarification</p>	<p>A clarification meeting shall be held as follows: Date: 30 October 2015</p>



Meetings (Article 9)	Time: 11:00h noon Location: The Hall of Culture Sports, Kralja Aleksandra I 63, Obrenovac Attendance to the clarification meeting is <b>mandatory</b> . <b>Non-attendance disqualifies the bidder.</b>
Site Inspection(Article 10)	A group site inspection shall be held as follows: Date: 30 October 2015 Time: 11:00h noon Location: The Hall of Culture Sports, Kralja Aleksandra I 63, Obrenovac Attendance to the site inspection meeting is <b>mandatory</b> . <b>Non-attendance disqualifies the bidder.</b> Bidders shall notify UNOPS one day in advance as to whether or not they intend to participate in the site inspection and the details of their representatives who will attend.
Proposal validity period (Article 13)	Proposals shall remain valid for acceptance by UNOPS for 120 days from the Deadline for Proposal Submission.
Alternative proposals (Article 15)	Alternative proposals will NOT be evaluated.
Proposal security (Article 16)	Bidders shall provide proposal security in the form set out in Returnable Proposal Schedule 2 – Form of Proposal Security (see Section IV).  The proposal security shall be in the amount of <b>RSD 800,000.00 (Eight Hundred Thousand Republic of Serbia Dinars)</b>
Proposal Currenc(ies) (Article 17)	Prices shall be quoted in <b>RSD</b> for domestic companies and in <b>USD</b> for international companies
Duties and Taxes (Article 18)	All proposals shall be submitted net of any direct taxes.
Language of proposals (Article 20)	All proposals, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in English.
Deadline for Proposal Submission (Article 21)	All proposals must be submitted by <b>12:00h, noon, CET on 16 November 2015</b> (Belgrade, Serbian time zone UTC+01:00)
Proposal Submission (Article 23)	Proposals must be submitted as follows:  By mail or personal delivery in <b>one sealed outer envelope and two inner envelopes</b> , as detailed below, by the Deadline for Proposal Submission.  The <b>outer</b> envelope shall be labelled as follows:

	<p align="center"><b>***CONFIDENTIAL PROPOSAL- DO NOT OPEN UNLESS AUTHORIZED***</b></p> <p align="center">United Nations Office for Project Services Sumatovacka 59, 11 000 Belgrade Republic of Serbia</p> <p align="center">Att.: Chair Person, Proposal Opening Committee. Case No.: UNOPS-SFRS-2015-W-072</p> <p align="center">Deadline for Proposal Submission: 12:00 pm (noon) on 5 October 2015 at Belgrade, Serbia, Sumatovacka 59 From: <b>[Insert bidder's name &amp; details]</b></p> <p align="center">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.</p> <p>The <b>inner</b> envelopes shall be marked as follows:</p> <p>Both inner envelopes shall indicate the Bidder's name and address and the RFP Case No.</p> <p>The first inner envelope shall be marked "<b>Technical Proposal</b>" and shall contain one soft copy and two hard copies of all the dully filled and signed Returnable Proposal Schedules (<b>except the Returnable Proposal Schedule 4 – Filled BOQ</b>). 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.</p> <p>The second inner envelope shall be marked "<b>Financial Proposal</b>" and include the dully completed and signed <b>Returnable Proposal Schedule 4</b>. 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.</p> <p>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. <b>Non-compliance to this instruction shall result in rejection of the proposal received.]</b></p>
<p>Opening of Proposals (Article 23)</p>	<p>No public opening</p>

## SECTION II

### INSTRUCTIONS TO BIDDERS

#### 1. INFORMATION FOR BIDDERS

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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

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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

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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

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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**

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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**

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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 SHORT FORM CONSTRUCTION CONTRACT**

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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**

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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**

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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**

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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**

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### **11.1**

#### **Returnable Proposal Schedules**

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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**

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

## **12. REMUNERATION FOR AND COSTS OF PROPOSALS**

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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**

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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**

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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**

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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**

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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. PROPOSALCURRENCIE(S)**

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Rates in the proposals 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**

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UNOPS is a tax exempt entity. All proposals 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**

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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.

Proposals 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.

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## **20. LANGUAGE OF PROPOSALS**

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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 RFP Particulars in Section I.

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

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## **21. DEADLINE FOR PROPOSAL SUBMISSION**

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

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

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## **22. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF PROPOSALS**

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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 proposals 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.

Proposal for which withdrawal has been requested prior to the deadline for submission of the proposals 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.

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## **23. PROPOSAL SUBMISSION**

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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.

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## **24. OPENING OF PROPOSALS**

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Proposals will be opened at the time and location, and in accordance with the requirements, set out in the RFP Particulars 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**

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

## **26. OTHER UNOPS RIGHTS**

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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**

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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**

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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**

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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 proposal 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**

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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 proposal 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**

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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](http://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**

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#### **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 Bid Schedule 1 - Form of Bid**

*The form of bid is correctly filled out.  
Check and clarify*

*Document from Business Registers Agency to be provided. Not older than 6 months from the date of proposal.  
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. Proof from the Business Registers Agency where the company is registered as a bidder is also acceptable.  
Check and clarify*

#### **Returnable Bid Schedule 2 - Bid Security**

*The bidder's bid security complies with the RFP's requirement.  
Pass / Fail*

#### **Returnable Bid Schedule 3 - Bidder Details**

*The bidder's details are correctly filled out.*

**Check and clarify**

**Returnable Bid Schedule 7 – Insurances**

**The bidder's insurances comply with the RFP's requirements.**

**NOT USED**

**Returnable Bid Schedule 12 – Declaration**

**The bidder's declaration is correctly filled out.**

**Check and clarify**

**Returnable Bid Schedule 13 – Conflict of Interest**

**The bidder's filled out this schedule.**

**Check and clarify**

**Returnable Bid Schedule 14 – Dispute Details**

**The bidder's filled out this schedule.**

**Check and clarify**

**Returnable Bid Schedule 15 – Addenda to RFP**

**The bidder's filled out this schedule.**

**Check and clarify**

**33.2. Technical Evaluation Criteria**

**Returnable Bid 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. The detailed work plan should include the mechanisation/equipment and number of workers to be engaged per each activity. Work plan to be provided no longer than **210 calendar days***

**Points:**

- up to 150 calendar days – 15 points**
- From 151 to 180 calendar days – 10 points**
- From 181 to 210 calendar days – 5 points**

**Returnable Bid Schedule 6 – Project Team and Organisational Structure**

**The bidder's project team and organisational 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 5 projects – public buildings as responsible contracting engineer. These 5 projects should cover at least 4000m<sup>2</sup> gross area each. For this purpose the bidder should provide adequate proof of his/her engagement (decision on appointment or 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).*

5

**Points:**

At least 5 or more national/international projects on construction of public buildings minimum gross area 4000 m<sup>2</sup> (5 is a minimum requirement) – **4 points**

If one out of the 5 is Sports Centar/Hall – **2 additional points**

More than 5 projects – **1 additional point**  
**(Maximum 7 points)**

- b) **Electrical engineer – 450.** Responsible Electrical engineer must have relevant professional experience in at least 5 projects as responsible contracting engineer. These 5 projects should cover at least 4000m<sup>2</sup> gross area each. For this purpose the bidder should provide adequate proof of his/her engagement (decision on appointment or 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 5 or more national/international projects on construction of public buildings minimum gross area 4000 m<sup>2</sup> (5 is a minimum requirement) – **4 points**

If one out of the 5 is Sports centar/Hall – **2 additional points**

More than 5 projects – **1 additional point**  
**(Maximum 7 points)**

- c) **Electrical engineer – 453.** Responsible Electrical engineer must have relevant professional experience in at least 5 projects as responsible contracting engineer. These 5 projects should cover at least 4000m<sup>2</sup> gross area each. For this purpose the bidder should provide adequate proof of his/her engagement (decision on appointment or 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 5 or more national/international projects on construction of public buildings minimum gross area 4000 m<sup>2</sup> (5 is a minimum requirement) – **4 points**

If one out of the 5 is/has Theatre/Cinema – **2 additional points**

More than 5 projects – **1 additional point**  
**(Maximum 7 points)**

- d) **Mechanical engineer – 430.** Responsible Mechanical engineer must have relevant professional experience in at least 5 projects as responsible contracting engineer. These 5 projects should cover at least 4000m<sup>2</sup> gross area each. For this purpose the bidder should provide adequate proof of his/her engagement (decision on appointment or 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:**

12

At least 5 or more national/international projects on construction of public buildings minimum gross area 4000 m<sup>2</sup> (5 is a minimum requirement) – **4 points**.  
If one out of the 5 is Sports Centar/Hall – **2 additional points**  
More than 5 projects – **1 additional point**

**(Maximum 7 points)**

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

1. 5 (five) contracts (construction/reconstruction 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 5 national/international projects on construction/reconstruction of public buildings minimum gross area 4000 m<sup>2</sup> (5 is a minimum requirement) – **7 points**

If one out of the 5 is Sports Centar/Hall – **4 additional points**

More than 5 projects – **1 additional point**

**(Maximum 12 points)**

2. Minimum RSD 650,000,000.00 (Six Hundred Fifty 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 650,000,000.00 to RSD 900,000,000.00 – **0 points**

From RSD 900,000,000.00 to RSD 1,200,000,000.00 – **3 points**

More than RSD 1,200,000,000.00 – **5 points**

**(Maximum 5 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.

**Pass / Fail**

4. For sports floor bidder must provide valid FIBA certificate, level 1 and valid EN 14904 standard.

**Pass / Fail**

5. Bidder should provide evidence that minimum 1.000 m<sup>2</sup> of FIBA certified sports floor was installed in the past three year – reference letters from the clients and approved final payment certificate and contracts supporting the reference letters.

**Pass / Fail**

**Returnable Bid Schedule 9 – Works Management System**

The bidder's management system proposal demonstrates the bidder's capacity to carry out the works properly. **ISO 9001, ISO 14001 and ISO 18001 certificates** should be provided

**Check and clarify**

**Returnable Bid Schedule 10 – Proposed Subcontractors and Suppliers**

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

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

**Check and clarify**

**Returnable Bid Schedule 11 – Proposed Sources of Naturally Occurring Material and Outline Statement of Proposed Methods**

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

**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.

- If company provides the organigram of proposed team members linked with backstopping staff in the central office that will be engaged in implementation – **2 points**
- If company provide Method statement which demonstrates the bidder's capacity to plan and execute the works in a professional and properly staged manner – **3 points**
- If company provides Work plan with inter-related activities and Resources plan – number and qualification of workers planned for each group of works in the proposed Work plan – **3 points**
- If company predicts work in two shifts – **2 points**

**(Maximum 10 points)**

**33.3. Financial Evaluation Criteria**

**Returnable Proposal Schedule 4 - Lump Sum Contract Price:**

<b><u>Lump Sum Contract Price:</u></b>	<b>(i) in local currency:</b>	<b>+</b>
	<b>(ii) in USD:</b>	

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**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*

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**RETURNABLE PROPOSALSCHEDULE 1**

**PROPOSAL FORM**

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

Dear Sir/Madam,

**Subject: Proposal for the Construction works on Sports and Culture Centre in Obrenovac – phase 2&3, RFP Case No. UNOPS-SFRS-2015-W-072.**

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 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]**

RETURNABLE PROPOSALSCHEDULE 2

FORM OF PROPOSALSECURITY

BANK GUARANTEE FOR PROPOSAL

**[Insert Letterhead of Bank]**

Date: **[insert]**

To: UNOPS  
United Nations Office for Project Services (UNOPS)

Dear **[insert]**

**Re: Bank Guarantee for Proposal in response to Request for Proposal, Case No. [Insert Case No.]**

The United Nations Office for Project Services (UNOPS) issued a Request for proposal for the construction works on Sports and Culture Centre in Obrenovac – phase 2&3, RFP Case No. UNOPS-SFRS-2015-W-072. (RFP). 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 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.

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-SFRS-2015-W-072

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Name of bidder:

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Trade Licence title and No.:

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Address of registered  
office:

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Name of bidder representative:

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Address for service of notices (if different than above):

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Phone number:

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Facsimile number:

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Mobile phone number:

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Email:

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**RETURNABLE PROPOSALSCHEDULE 4**

***LUMP SUM CONTRACT***

RFP Case No.: UNOPS-SFRS-2015-W-072

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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.*

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**RETURNABLE PROPOSALSCHEDULE 5**

**BIDDER PRELIMINARY PROGRAMME**

RFP Case No.: UNOPS-SFRS-2015-W-072

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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.*

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**RETURNABLE PROPOSALSCHEDULE 6**

**PROPOSED PROJECT TEAM AND ORGANIZATIONAL STRUCTURE**

RFP Case No.: UNOPS-SFRS-2015-W-072

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 I	[Insert Name]	[Insert No.]
3	Electrical engineer II	[Insert Name]	[Insert No.]
4	Mechanical Engineer I	[Insert Name]	[Insert No.]

Contractor's Representative as per the Contract:

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

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**RETURNABLE PROPOSALSCHEDULE 7  
INSURANCES**

RFP Case No.: UNOPS-SFRS-2015-W-072

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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.:	

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Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

**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-SFRS-2015-W-072

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Name of bidder: \_\_\_\_\_

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

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

**1. Similar Projects during the last [10] years:**

*[List names, locations and value]*

**2. All projects during the last [3] years:**

*[List names, locations and value]*

**3. All current projects underway or committed to start:**

*[List names, locations and value]*

**4. Assets**

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

Essential assets subject to evaluation *[Delete if not required]*

1. *[E.g. Crane]*

2. *[E.g. Concrete mixers 1 cubic meter - 4 No.]*

*by*

## RETURNABLE PROPOSALSCHEDULE 9

### WORKS MANAGEMENT SYSTEM

RFP Case No.: UNOPS-SFRS-2015-W-072

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Name of bidder: \_\_\_\_\_

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

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

Note to bidders:

- *Bidders are required to provide the following information:*

**Project implementation/quality management**

- *Project implementation/quality management manual/policy (if any);*
- *An outline project implementation/quality management plan for the project.*

**Health and safety management**

- *Health and safety management manual/policy (if any);*
- *An outline health and safety management plan for the project.*

**Environmental management**

- *Environmental management manual/policy(if any);*
- *An outline environmental management plan for the project.*

- *After selection of the successful bidder, UNOPS, in consultation with the bidder, will review above information with a view to determining how it can be integrated with UNOPS' own works management system. Please note that UNOPS' management system sets a standard minimum and shall apply by default.*

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**RETURNABLE PROPOSALSCHEDULE 10**

**PROPOSED SUBCONTRACTORS AND SUPPLIERS**

RFP Case No.: UNOPS-SFRS-2015-W-072

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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.*

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**RETURNABLE PROPOSALSCHEDULE 11**

**PROPOSED SOURCES OF NATURALLY OCCURRING MATERIALS  
AND  
OUTLINE STATEMENT OF PROPOSED METHODS**

RFP Case No.: UNOPS-SFRS-2015-W-072 \_\_\_\_\_

Name of bidder: \_\_\_\_\_

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

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

*Note to Bidders: Bidders shall provide details of their proposed sources of naturally occurring materials, including aggregates, and outline statement method statement setting out how they intend to stage and construct the works and coordinate with the local authorities in order to obtain all required authorizations and make sure that the project will be implemented on schedule.*

## RETURNABLE PROPOSALSCHEDULE 12

### DECLARATION

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

Dear Sir/Madam,

**Subject: Request for proposal for the Construction works on social housing building in Obrenovac, RFP Case No. UNOPS-SFRS-2015-W-072..**

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 13**

**CONFLICTS OF INTEREST**

RFP Case No.: UNOPS-SFRS-2015-W-072 \_\_\_\_\_

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*

## RETURNABLE PROPOSALSCHEDULE 14

### DISPUTE DETAILS

RFP Case No.: UNOPS-SFRS-2015-W-072 \_\_\_\_\_

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.*

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**SECTION V: UNOPS SHORT FORM CONSTRUCTION CONTRACT**

Attached

