



# **U.N.D.P KIGALI -RWANDA**

**REQUEST FOR PROPOSALS FOR THE PROVISION OF  
DESIGN, BUILD, OPERATE AND TRANSFER SERVICES**

**PROPOSED CONSTRUCTION OF UN HOUSE  
PLOT NO. 1754 GISOZI- KAGUGU KIGALI CITY**

**Prepared by: INTERTECH CONSULTANTS**

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Kigali - Rwanda

**FEBRUARY 2005**

## UNDP

### INVITATION TO BIDS FOR DESIGN, BUILD, OPERATE AND TRANSFER SERVICES TECHNICAL AND FINANCIAL PROPOSALS FOR CONSTRUCTION OF UN HOUSE ON PLOT NO. 1754 GISOZI - KAGUGU KIGALI CITY

1. The UNDP Kigali, Rwanda is desirous of Constructing a UN House on Plot 1754 Gisozi - Kagugu, Kigali City through DESIGN BUILD, OPERATE AND TRANSFER (DBOT) arrangement
2. It is envisaged that the offices – premises that will be constructed shall be used as offices by UN Agencies represented in Rwanda namely: UNICEF, UNFPA, WFP, ECA, UNHCR, WHO, FAO, UNIFEM, UNAIDS & UNDP.
3. The UNDP, therefore invites interested and competent **DBOT** consortia to submit Technical and Financial proposals for the provisional of the necessary services
4. The chosen DBOT consortia will be required to carry out the following tasks:
  - a) Prepare Architectural, Structural, Civil, Electro-Mechanical Drawings and details for approval of UNDP Technical Team.
  - b) Prepare Bills of Quantities for Civil works, Electrical Installation, Plumbing, Drainage, Road works, and Landscaping.
  - c) Price(b) above and negotiate final contract sum of Project with the UNDP
  - d) Discuss and agree with UNDP type of contract to be used in the DBOT
  - e) Prepare a construction programme from commencement to Final Completion date
  - f) Produce evidence of ability to mobilise own funds and borrowed funds to cover preliminaries, monthly payments for construction works, materials, plant and equipment
  - g) Appoint Estates Property Management firm to collect revenue through rent and maintain the property until the Investment and Profits are fully recouped
  - h) Transfer property free of charge to UNDP without any liabilities.

5. Interested Design, Build, Operate and Transfer consortia should collect bidding documents from UNDP on .....

Bidders shall be required to pay a non-refundable fee of US\$200 or its equivalent to meet cost of the bid documents.

6. The DBOT Technical and Financial proposals shall be enclosed in two separate sealed envelopes clearly marked 'TECHNICAL PROPOSAL' AND 'FINANCIAL PROPOSAL' as appropriate and the two sealed envelopes in turn are to be enclosed in one big sealed envelope marked

DESIGN, BUILD, OPERATE AND TRANSFER SERVICES FOR  
UN HOUSE PLOT 1754 GISOZI - KAGUGU  
KIGALI CITY RWANDA

The Proposals should be submitted to

UNDP

12 Avenue de l'Armee

P. O. Box 445

Rwanda

The submission should reach not later than ..... on .....

7. Intending Applicants are requested to confirm to the undersigned by mail, fax or e-mail that they will submit the proposals within 7 days of this press announcement.

Name :

Address

Telephone

## TABLE OF CONTENTS

DESCRIPTION	PAGE NO.
SECTION 1: INFORMATION TO CONSORTIA	4
INTRODUCTION	5
SECTION 2. TECHNICAL PROPOSAL – STANDARD FORM	17
BUILDING TEAM	26
PERSONNEL TO BE ASSIGNED TO THE PROJECT	27
CONTRACTORS, LOCATION AND ESTABLISHMENT	29
DISTINGUISHED COMPLETED CONTRACTS FOR THE LAST TEN YEARS	33
COMPLETION CERTIFICATES FROM CONSULTANT / EMPLOYER	35
PROPOSED CONSTRUCTION METHOD, PLAN AND EQUIPMENT FORMS	36
COMPLETE LIST OF COMPANY'S EQUIPMENT OWNED BY THE SUBSIDIARY COMPANIES	38
EQUIPMENT CAPABILITIES	39
FINANCIAL INFORMATION	41
SWORN STATEMENT	47
EXCERPT FROM REGISTRATION OF COMPANY	49
FINANCIAL STATEMENTS FOR THE YEARS 2001, 2002 AND 2003 AND DRAFT FINANCIAL STATEMENT FOR THE YEAR 2004	50
APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT	54
SECTION 3: FINANCIAL PROPOSAL	55
SECTION 4 : TERMS OF REFERENCE	63
SECTION 5: BRIEF DESCRIPTION OF THE TYPE OF BUILDING REQUIRED	69
FORM OF CONTRACT	80
GENERAL CONDITIONS OF CONTRACT	83
SITE SURVEY	90
SITE PHOTOS	91

**SECTION 1**  
**INFORMATION TO CONSORTIA**

## SECTION 1. INFORMATION TO CONSORTIA

### 1. Introduction

1.1 The Employer is UNDP. UNDP will select a firm among the Consortia, which will have submitted proposals in accordance with the evaluation criteria.

1.2 The consortia are invited to submit a technical proposal and a financial proposal, for Design, Build, Operate and Transfer services. The proposal will be the basis for contract negotiations and ultimately signature of a contract with the selected consortium

1.3 The Assignment shall be implemented in accordance with the following project stages:-

Stage 1: Site Investigation

Stage 2: Development of Architectural sketches, Schematic Designs and Cost Estimates.

Stage 3: Development of Tender Documents and Specifications

Stage 4: UNDP Approval of Project Estimates submitted by Consortium

Stage 5: Submission of Priced copies of Bills of Quantities , Evaluation of the Bid and Contract negotiations.

Stage 6: Signing of contract between UNDP and Consortium.

Stage 7: Supervision and Commencement of construction works.

Preparation of works programme indicating completion dates for various civil works, walls, floor and ceiling finishes, Electrical Installation and Plumbing works, Air conditioning if any, earthworks, access roads, parking landscaping and boundary and Security wall.

Stage 8: Preparation of monthly progress reports, Site meetings, monthly valuation and Interim Certificate, Practical Completion Certificate, and Release of 50% retention sum

Stage 9: Reception of Completed Project

Stage 10: Appointment of Property management firm by UNDP and Consortium . Property managers to prepare Tenancy Agreement between Consortium and UNDP

Stage 11: Property Managers arrange proper insurance cover, pay appropriate premiums to Kigali City Council. Ensure regular and remedial maintenance,

payment of water, Electricity and Telephone Bills, Remittance of Monthly payments of rents to the consortium by UNDP.

1.4 Consortia must familiarise themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local condition, consortia are encouraged to visit UNDP before submitting a Proposal and attend a Pre-proposal conference. Attendance to the Proposal conference is optional. The consortiums representative should contact UNDP Technical team, to arrange for their visit or to obtain additional information on the pre-proposal conference. Please ensure that the Technical team is advised of the visit in adequate time to allow it to make appropriate arrangements.

1.5 UNDP will provide the following :

- i. Site location maps
- ii. Detailed description of the characteristics of the building to be constructed, specifications of access drives, parking and landscaping
- iii. The Licenses and authorisation required for the design, construction and maintenance for the building

1.6 Please note that:

- (i) the cost of preparing the proposal and of negotiating the contract, including a visit to the Employer are not reimbursable as a direct cost of the Assignment: and
- (ii) the Employer is not bound to accept any of the Proposals submitted.

1.7 Consortia or any of their affiliates shall not be hired for any assignment which by its nature, may be in conflict with another assignment of consortium. Any previous or ongoing participation in relation to the assignment by the consortia, its professional staff, or its affiliates or associates under a contract with the Employer will result in rejection of Proposal. The Consortia should clarify their situation in that respect with the Employer before preparing the Proposal.

1.8 It is the Employer's policy to require that the Consortia observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:

a) defines, for the purposes of this provision, the terms set forth below as follows

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution: and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the client , and includes collusive practices among consortia (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive the Employer of the benefits of free and open competition.

b) will reject a proposal for award if it determines that the consortium recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

c) will terminate the consortium’s contract, if it at any time, determines that corrupt or fraudulent practices were engaged in by representatives of the Employer during the selection process of the execution of the contract.;

d) will have the right to require that, a provision be included requiring consortium to permit the Client to inspect their account and records relating to the performance of the contract and to have them audited by auditors appointed by the Employer.

1.9 Consortia shall furnish information as described in the financial proposal submission form (Section 3A) on commissions and gratuities, if any paid or to be paid to agents relating to this proposal, and to contract execution of consortium awarded the contract.

1.10 Consortium shall be aware of the provision on fraud and corruption stated in the standard contract

## 2. Documents Comprising the Request for Proposal (RFP)

2.1 Consortia may request a clarification of any of the RFP documents up to 7 working days before the Proposal Submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to

UNDP

12 Avenue de l’Armee

P. O. Box 445, Rwanda



UNDP will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response to all consortia, which intend to submit proposals.

2.2 At any time before the submission of Proposals UNDP may for any reasons whether at its own initiative or in response to a clarification request by a consortium, modify the RFP documents by amendment. The amendment will be sent in writing by mail, cable, telex, facsimile or electronic mail to competing consortia and will be binding on them. The Employer may at its discretion extend the deadline for the submission of Proposals

### 3. Preparation Of Proposal

3.1 Consortia are requested to submit a Proposal written in the English .

#### Technical Proposal

3.2 In preparing the technical proposals, Consortia are expected to examine the documents comprising the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the technical proposal, consortia must give particular attention to the following

- i. If a consortium considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consortia (s) and /or other entities in a joint venture relationship or subcontract, as appropriate. The consortia are encouraged to enter into a joint venture with, or subcontract part of the Assignment.
- ii. It is desirable that the majority of the key professional staff proposed, be permanent employees of the consortium or have an extended and stable working relation with it.
- iii. Proposed professional staff must have experience in performing similar duties for projects, which are similar to the one undertaken in Rwanda.
- iv. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- v. Reports to be issued by the consortia as part of this assignment must be written in English

3.4 The technical proposal should provide the following information using the attached Standard Forms (Section 2)

- (i) A brief description of the consortium's organisation and an outline of recent experience on assignment (Section 2B) of a similar nature. For each assignment, the outline should indicate, inter-alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and consortium's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, services and facilities to be provided by the Employer (Section 2C) , and a description of the methodology (work-plan) by which consortium proposes to execute the services, illustrated, as appropriate, with bar charts of activities and graphics, or the Program Evaluation Review Technique (PERT) type. (Section 2D)
- (iii) The Composition of the proposed staff team, the tasks that would be assigned to each staff team member, and their timing.
- (iv) CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 2 E). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten-(10) years.
- (v) Estimates of the total staff effort (professional and support staff: staff time) to be provided to carry out the Assignment, supported by bar chart diagrams, showing the time proposed for each key staff team member. (Section 2F, 2G, 2H)
- (vi) Any additional information requested in the Data Sheet.

#### FINANCIAL PROPOSAL

3.5 In preparing the financial proposal, consortia are expected to take into account the requirements and conditions of the RFP documents. The financial proposal should follow Standard Forms (Section 3). It lists all costs associated with the Assignment, including

- (a) remuneration for staff (*foreign and local, in the field and at headquarters*), and
- (b) reimbursable such as subsistence (*per diem, housing*), transportation (*international and local, for mobilisation and demobilisation*), services and equipment (*vehicles, office equipment, furniture, and supplies*), insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate,

these costs should be broken down by activity and if appropriate into foreign and local expenditures.

- 3.6 The financial proposal should clearly identify, as a separate amount, the local taxes (including social security), duties, free, levies, and other impositions imposed under the applicable law, on the consortia
- 3.7 Costs must be expressed in United States Dollars. Where expenses to be incurred in Local currency, they should be converted in US Dollars at an agreed rate of exchange
- 3.8 The proposal must remain valid for a period of 120 days after the scheduled day for the opening of the bids. The Employer will make its best effort to complete negotiations within this period.

#### 4.0 Submission, Receipt, And Opening Of Proposals

- 4.1 The Original Proposal (technical proposal and financial proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the consortium itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals
- 4.2 An authorised representative of consortium shall initial all pages of the Proposal. The representative's authorisation should be confirmed by a written power of Attorney accompanying the Proposal
- 4.3 For each Proposal, the consortium should prepare six copies including the original. Each technical proposal and financial proposal should be marked "Original" or "Copy " as appropriate. If there are any discrepancies between the original and copies of the Proposal, the original shall prevail. Alternative Proposals are not acceptable.
- 4.4 The Original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" and the original and all copies of the financial proposal in a sealed envelope clearly marked "Financial Proposal" and a warning : "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer sealed envelope bearing the submission address, the project number and name and must be clearly marked, "DO NOT OPEN, BEFORE .....

The proposal submission address is :

UNDP

12 Avenue de l'Armee

P. O. Box 445

Rwanda

4.5 The completed technical and financial proposals must be delivered at the submission address on or before .....Any proposal received after the closing time for submission of proposals shall be returned unopened

4.6 The technical proposal shall be opened immediately, after the closing time for submission of proposals. The financial proposal shall remain sealed and kept at the UNDP until they are opened publicly.

## 5.0 Proposal Evaluation

### General

- 5.1 Consortia shall not contact the Employer on any matter relating to their Proposal from the time of the opening of the technical proposal to the time the contract is awarded. If consortium wishes to bring additional information to the notice of the Employer, it should do so in writing at the address already given in this document. Any effort by the Consortium to influence the Employer in the evaluation of Proposals, Proposal comparison or contract award decisions may result in the rejection of the consortiums' Proposal.
- 5.2 Evaluation of technical proposals shall have no access to the financial proposal until the technical evaluation is concluded.

### Evaluation of Technical Proposals

- 5.3 The Employer will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. The Employer shall notify consortia of the rejection of their technical proposal, indicating that their financial proposals if any, will be returned unopened after completing the selection process.

### Public Opening and Evaluation of Financial Proposals: (Fixed Budget and least Cost Method Only)

- 5.4 The Employer shall notify in writing the consortia that passed the minimum technical score, and indicate the date, time, and address indicated in the Data Sheet, for opening the financial proposals. The opening date shall not be sooner than 21 days calendar days after the notification date. The notification may be sent by registered letter, cable telex, facsimile, or electronic mail.
- 5.5 On opening the financial proposals in public (i.e., in the presence of the consortia who choose to attend), the Employer will announce the name of the consortia, the technical scores, and the amounts of their financial proposals. The Employer will keep a register of representatives attending the meeting and prepare minutes of the public opening.
- 5.6 The evaluation process will determine whether the financial proposals are complete, (i.e., whether they have costed all items of the corresponding technical proposals, if not,

the Employer will cost them and add their cost to the initial price), correct any computational errors, and convert prices into US Dollars. The official selling rates used, to be provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet.

- 5.7 The best financial proposal (FM) will be given a financial score (Sf) of 100 points. The Financial scores (Sf) of the other financial proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and Financial (Sf) scores using the weights ( $T=0.7$  {the weight given to the technical proposal};  $P=0.3$  {the weight given to the financial proposal};  $T + P = 1$ )

## 6.0 Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

- 6.2 Negotiations will include a discussion of the technical proposal, the Proposed methodology (work plan), staffing and any suggestions made by the consortia to improve the Terms of Reference. The Employer and consortium will then work out agreed final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of services" and form part of the contract. Special attention will be paid to optimising the required outputs from the firm within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

- 6.3 The financial negotiations will include a clarification of the consortiums tax liability (*if any*) and how it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (*nor breakdown of fees*) nor other proposed unit rates

- 6.4 Having selected the consortium on the basis of among other things, an evaluation of proposed key professional staff the Employer expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Employer will require assurance that the experts will be actually available. The Employer consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process make such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff, were offered in the proposal without confirming their availability, the consortium may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Employer and the consortium will initial the agreed contract. If negotiations fail, the Employer will invite the consortium that received the second highest score to contract negotiations.

#### 7.0 Award of Contract

7.1 the contract will be awarded following negotiations with the successful consortium. After negotiations are successfully completed the Employer will promptly notify other consortia on the shortlist that they were unsuccessful and return the Financial proposals of those consortia who did not pass the Technical evaluation (Para. 5.3).

7.2 The consortium is expected to commence the Assignment on ..... in Kigali

#### 8.0 Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consortia who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful consortium

## DATA SHEET INFORMATION

## INFORMATION TO CONSORTIA

3.4 (vii) Additional information in the technical proposal includes :

The consortia Work plan for all the stages mentioned in paragraph 1.3

3.7. Taxes : *[Specify firms liability : nature, sources of information]:* \_\_\_\_\_ -

5.3 The number of points to be awarded to each of the evaluation criteria for the Technical Proposals are as follows :-

(i)	Specific experience of the Consortia related to the Assignment	[15]
(ii)	Current projects being handled by the Consortia	[05]
(iii)	Adequacy of the proposed work plan and methodology in responding to the TOR	[30]
(iv)	Qualifications and competence of the key staff for the Assignment	[50]
(v)	Suitability of the transfer of knowledge program (training)	[05]
Total Points :		[100]

The evaluation sub criteria for qualifications of staff (part iii above) is :

(i)	General qualifications and experience	[20]
(ii)	Adequacy for the project	[25]
(iii)	Working experience in the region & language	[05]
Total Points :		[50]

The minimum technical score required for the bidder to be eligible for the financial evaluation shall be 70 points

5.5 The date, time, and address of the proposal opening are :.....

5.7 The Bids to be submitted in US Dollars

5.8 The formula for determining the financial score is the following:



*[ $S_f = 100 \times F_m/F$ , in which  $S_f$  is the financial score,  $F_m$  the price of the lowest evaluated financial proposal and  $F$  the price of the proposal under consideration, or another proportional linear formula]*

5.9 The weights given to the technical and financial proposal are :

Technical = 0.7

Price = 0.3

6.0 The address for negotiations is : UNDP

Sincerely,

**UNDP**

**12 Avenue de l'Armee**

**P. O. Box 445**

**Rwanda**

## SECTION NO. 2

### TECHNICAL PROPOSAL

## SECTION 2: TECHNICAL PROPOSAL – STANDARD FORMS

- 2A. Technical proposal submission form
- 2B. Composition of the team and task (s) of each team member.
- 2C. Consortium's References
- 2D. Curricula vitae of proposed Professional and Managerial Staff
- 2E. Time schedule for professional personnel
- 2F. Completion and Submission of Reports

## 2A TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Ladies / Gentlemen:

We, the undersigned, offer to provide the Design, Build, Operate and Transfer for the UN House on Plot 1754 Gisozi - Kagugu Kigali, in accordance with your Request for Proposal dated .....

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal scaled under separate envelopes.

If negotiations are held during the period of validity of the Proposal i.e. Before 120 days undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations .

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

We remain,

Yours sincerely

*Authorised Signature*

*Name and Title of Signatory*

*Name of Consortium*

*Address*

## 2B : Composition of the Design Team (Personnel), And Task(s) Of Each Team Member

### 1. Technical /Managerial Staff

Name	Position	Task	Permanent / Part Time	Location of Work

### 2. Support Staff

Name	Position	Task	Permanent / Part Time	Location of Work

The description will indicate which staff will be permanently based on site and those that will be part time on site. The description will also indicate which staff will work on the Project at the Consortium headquarters

The Personnel will be indicated separately for each of the stages of the Project. For each stage, the Consortium will indicate the name of the team leader and of the main staff to be involved.

The Design Team Services should include at least the following professionals;

1. Project Manager/Co-ordinator /Lead Consultant
2. Architect(s)
3. Civil / Structural Engineer(s)
4. Quantity Surveyors
5. Electrical Engineer(s)
6. Services /Mechanical Engineers
7. Land Surveyors
8. Site Clerk of Works
9. Furniture Specialist/Interior Designer
10. Landscape Architect
11. Administrator/Legal Secretary / Economist

## 2.C Consortia Design Team References

Relevant Services carried out in the Last 10 Years

The Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your Design Team either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Reproduce this form for each member.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff ( <i>Project Director/Co-ordinator, Team Leader</i> ) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff: ( <i>indicating which of the phases of the present project were covered</i> )		

Firm's Name :

**2D. Format Of Curriculum Vitae (CV) for Proposed Professional Staff**  
*(Reproduce this form for each member)*

Proposed Position :

Name of Firm :

Name of Staff:

Profession:

Date of Birth:

Years with Firm/entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Described degree of responsibility held by staff member on relevant previous assignment and give dates and locations. Use about half a page ]*

**Education:**

*[Summarise college/university and other specialised education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page].*

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all position held by staff member since graduation, giving dates, names of employing organisation, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Client reference, where appropriate. Use about three-quarters of a page]*

**Languages :**

1. English    2. French    3. Kinyarwanda    4. Swahili

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:

[Signature of staff member and authorised representative of the Firm]

Day/Month/Year

Full name of staff member : \_\_\_\_\_

Full name of authorised representative: \_\_\_\_\_



## 2E. Time Schedule for Professional Personnel

Name	Position	Reports Due /Activities	Years and Months (in the form of a Bar Chart)												
			1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Sub Total (1)
															Sub Total (2)
															Sub Total (3)
															Sub Total (4)

Full –time

Reports Due :

Activities Duration:

Signature:

(Authorised Representative)

Full Name :

Title:

Address:

**B: Completion and Submission of Reports**

Reports	Date
1. Inception Report	
2. Interim Progress Report a) First Status Report b) Second Status Report	
3. Draft Report	
4 Final Report	

BUILDING TEAM

**FORM SP-1****PERSONNEL TO BE ASSIGNED TO THE PROJECT**



## CONTRACTORS, LOCATION AND ESTABLISHMENT

## CONTRACTORS, LOCATION AND ESTABLISHMENT

***(Reproduce and complete one set for each project)***

### 1. Particulars of the Applicant:

a) *Post office address:*

b) *Physical address:*

c) *City :*

d) *Country:*

d) *Registered office address, if not as above:*

*Location of go down stores, workshop, etc*

*Telephone No.:*

*E-mail address:*

*Person to contract:*

*Description of company (e.g. General Civil  
Engineering Contractor)*

*Number of years experience as a General  
Contractor*

### 4. Organisation and Business Information

#### *Names of Directors and Management*

<i>Name and Address</i>	<i>Present Position</i>

---

*Others Directors and Senior Management*

<i>Name</i>	<i>Position</i>

*Partnership (if applicable)*

*Name of Partners*

---

5. *Date of registration or incorporation :*

---

6. *Under present management since :*

---

7. *Net worth in equivalent US\$:*

---

8. *Enclose financial statement as of the latest month in accordance with the attached Form FN-I:*

---

9. *Enclose financial reports for the last three years. Balance Sheets, Profit and Loss Statements and Auditor's Reports*

---

10. *Bank reference and address (see Financial Position)*

---

11. *Name and title of bank representative who may be contacted:*

---

12. *Enclosed company reference and address (if applicable):*

---

13. *Bonding company reference and addresses (if applicable)*

---

14. *Name and title of bonding company representatives who may be contacted:*

---

15. *Approximate value of relevant civil engineering/ and building construction works completed and other major projects.*

---

16. *Enclose a copy of **Organisation Chart of the firm**, indicating the main fields of activities and those fields for **which the prospective bidder considers himself more qualified, or specialised** :*

---



---

17. (a) List any branch offices, indicating those outside Uganda, indicate name and location of the offices:

---

(b) Outline the plan for organising and supervising the work. Show the relationship between the Contractor's head office and field office and the relationship between the Contractor and his sub contractors

---

18. Experience : The Contractors shall classify their experience for the main areas of work similar to that specified and described in the following:-

---

a) Total amount of years of experience in similar construction work -

---

b) Projects of similar type, size and comparable complexity, which were successfully completed during the past five years. Please fill out one sheet for each project in accordance with the attached the form CP1 and Form CP-1(a) - distinguished completed contracts for the last ten years.

---

c) List of projects contracted within the last five years. State the names of the projects which had or are encountering problems or disputes in respect of penalties imposed, labour troubles, claims, stop notices, insurrections, or other circumstances

---

19.. Subcontracts: Work usually subcontracted to others.

---

20. Personnel: Names of key supervisory personnel, from whom full time field staff would be selected. Please complete one sheet for each person in accordance with the attached Form SP.1

---

21. Equipment: Construction Equipment, Give in Form CM-I the list of main construction equipment owned by the firm that will be made available for use for the specified work indicating present location and conditions of each item. Also indicate therein the equipment to be rented and purchased for the work, including the type, and make and model

---

22. Current Joint Venture : Degrees of present participation in any Joint Ventures, name of project and name of sponsor firm. Complete details of such Joint Venture shall be submitted.

---

23. Construction in Progress of Committed and Total Capability. An approximate total value of construction contracts presently in progress or committed as well as the maximum capability.

---

24. Thereby certify the accuracy of all information given and statements and the answers to the question herein made

---

.....

.....

**FORM CP-1****DISTINGUISHED COMPLETED CONTRACTS FOR THE LAST TEN YEARS**

FORM CP-1

COMPLETED CONTRACTS FOR THE LAST TEN YEARS

*(Reproduce and complete one set for each project)*

1. *Name of Project:*

2. *Location*

3. *Work performed by Contractor:*

4. *Participation (check one)*

5. a) *Initial contract value work performed in US. Dollars*

b) *Final Contract value :*

c) *Reasons for difference :*

6. *Date started:*

7. *Initial completion time specified in the contract*

8. *Actual completion time*

9. *Reasons for delay*

10. *Name of owner*

11. *Consultants*

12. *Names of Contractor's senior personnel and the specialist workers on the project together with their title, function, or responsibility.*

13. *Brief description of project including any special aspects*

COMPLETION CERTIFICATES FROM THE CONSULTANTS /EMPLOYERS

FORM CM-1

PROPOSED CONSTRUCTION METHOD, PLAN AND EQUIPMENT FORMS



FORM CM-1/A:

COMPLETE LIST OF COMPANY'S EQUIPMENT OWNED BY  
THE SUBSIDIARY COMPANIES

FORM CM-1B:

EQUIPMENT CAPABILITIES



FORM CM 1B:

## EQUIPMENT CAPABILITIES

Name of Applicant:

Item of equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current Status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment	
	*Owned      *Rented      * <b>Leased</b> *Specially manufactured	
Omit the following information for equipment owned by the Applicant or partner		
Owner	8. Name of owner :	
	9. Address of owner :	
	Telephone:	Contract name and title:
	Fax:	Telex:
Agreements :	Details of rental/lease manufacture agreements specific to the Project	

FORM FN-1

FINANCIAL INFORMATION

Form FN-I

## FINANCIAL INFORMATION

1. Attach a copy of firm's three years' most recent annual audited financial statements
2. Summary of quick assets and current liabilities as of Jan. 2001

Assets

(a) Cash in hand	US\$
(b) Cash deposited in banks (state details below)	US\$
(c) Cash elsewhere (state details below)	US\$
<b>Total Cash</b>	<b>US\$</b>

## Cash Deposited in Banks (Detailed (b) above)

<i>Name of Bank or Financial Institution</i>	<i>Location</i>	<i>Deposited in the Name of</i>	<i>Amount in US Dollars</i>

## Cash Elsewhere (Detailed (c) above)

<i>Location</i>	<i>Amount in US Dollars</i>

## 3. Due from completed contracts

<i>Location of Clients</i>	<i>Total Amounts Receivable, US\$</i>

4. Due from Uncompleted contracts – Approved Amounts Receivable including Retention :  
US\$ : .....

<i>Location of Clients</i>	<i>Total Amounts Receivable, from Uncompleted Contracts – Approved</i>

## 5. Due from completed Contracts – not yet Approved Value of work performed since latest approved estimate to date of this questionnaire US\$ .....

*Included in (3) above*

<i>Name and Address of Owner</i>	<i>Designation of Contracts</i>	<i>Completion Date</i>	<i>Contract Sum, US\$</i>	<i>Date of</i>		<i>Value of work performed since latest approved estimate (including retention)</i>
				<i>Latest Approved Estimate</i>	<i>Next Estimate</i>	

## 6. Ordinary Accounts

Amounts receivable within 90 days not from construction contract.

<b>Receivable from (Name and Address)</b>	<b>Purpose</b>	<b>Date Due</b>	<b>Amount In US\$</b>

## 7. Stock and bonds/Buildings and Loan/Life Insurance

- a) Stocks and Bonds      At present market value      US\$.....
- b) Buildings and Loan      At present withdrawal value      US\$.....
- c) Life Insurance      At cash surrender value (for an individual or  
Partnership only)      US\$.....

## 8. Other quick assets (due within 90 days)

Not to be included here:

Affiliated Companies

Debtors and Debit Balances

Inventory

Real estate, loans, furniture, fixtures, equipment, mortgages receivable, stock of materials, notes receivable.

Note

Have any of your quick assets listed in 1 to 8 above been sold, assigned or depleted? If so, state with items, amounts and reasons below:

## Liabilities

### 1. Notes payable.

- (a) To banks, short term loans
- (b) To banks for overdrafts
- (c) To others for equipment obligations
- (d) To others, not for equipment obligations

### 2. Details of (a) above

<i>To Whom (Name and Address)</i>	<i>Amount US\$</i>

### *Details of (b) above*

<i>To whom (Names and Address)</i>	<i>Amount US\$</i>

### *Details of (c) above*

<i>To whom (Name and Address)</i>	<i>Amount US\$</i>

## 2. Account Payable

a) Not past due

b) Past due

To whom (Name and Address)	Amount (US\$)

FORM SS – 1  
SWORN STATEMENT



FORM SS - 1

SWORN STATEMENT

The undersigned, having studied RFP invitation for the above mentioned project, hereby submit the Tender Bid for the Design, Build, Operate And Transfer Services for UN House at Plot 1754 Gisozi - Kagugu Kigali City Rwanda. We hereby state and swear.

- a) That the information furnished in our application is accurate, to the best of our knowledge
- b) That, we commit ourselves to inform the UNDP of any changes in our legal, technical or financial conditions or our contractual capacity and to abide by the tender requirements; and
- c) That we acknowledge the sole right of the UNDP to review our tender bid and that their decision will be final and unquestionable

.....

.....

Representing .....

Date: .....

**ANNEX 1**  
**EXCERPT FROM REGISTRATION OF COMPANY**

FINANCIAL STATEMENTS FOR THE YEARS 2001, 2002 AND 2003 AND DRAFT  
FINANCIAL STATEMENT FOR THE YEAR 2004

## Consortia Operate (Property Managers /Valuation Surveyor) References

Relevant Services carried out in the Last 10 Years

The Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your Operate (Property Manager/valuation Surveyors) either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff ( <i>Project Director/Coordinator, Team Leader</i> ) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff: ( <i>indicating which of the phases of the present project were covered</i> )		

Firm's Name :

## Consortia Transfer (Legal) References

Relevant Services carried out in the Last 10 Years

The Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your Transfer (Legal) either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		Nº of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff ( <i>Project Director/Coordinator, Team Leader</i> ) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff: ( <i>indicating which of the phases of the present project were covered</i> )		

Firm's Name :

**Comments and Suggestions on the Terms of Reference And on Services, And Facilities  
to be Provided by the Employer**

**On the Terms of Reference**

- 1.
- 2.
- 3.
- 4.
- 5.

**On the data, services, and facilities to be provided by the Client**

- 1.
- 2.
- 3.
- 4.
- 5.

## Approach Paper on Methodology And Work Plan For Performing The Assignment

### SECTION NO. 3

### FINANCIAL PROPOSAL



### Section 3 Financial Proposal – Standard Forms

- 3A Financial Proposal submission form
- 3B Summary of Costs
- 3C Breakdown of Price per activity
- 3D Breakdown of Remuneration per activity
- 3E Reimbursables per activity
- 3F Miscellaneous Expenses

### 3A Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Employer]

Ladies / Gentlemen:

We, the undersigned, offer to provide the Design, Build, Operate and Transfer for the UN House on Plot 1754 Gisozi - Kagugu Kigali, in accordance with your Request for Proposal dated ..... and our Proposal (Technical and Financial Proposals) our attached Financial Proposal is of the sum of (amount in words and figures) this amount is exclusive of taxes as we understand that you are tax exempted

Our Financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal i.e. before 120 days

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

We remain

Yours sincerely,

Authorised signature:

Name and Title of Signatory

Name of Consortium

Address

3B. Summary of Costs

COSTS	CURRENCY (US\$)	AMOUNT(S) IN WORDS
1. Design Team		
2. Construction Cost of Entire Project		
3. Project Management		
4. Transfer fee and Miscellaneous expenses		
<b>Total Amount of Financial Proposal</b>		

3C. Breakdown of Price Per Activity

Activity No. :.....	Activity No. :.....	Description :.....
PRICE COMPONENT	CURRENCY (US\$)	AMOUNT(S) IN WORDS
Remuneration		
Reimbursables		
Miscellaneous Expenses (Telephones, Faxes, Emails etc.		
<b>Sub Total</b>		

3D. Breakdown of Remuneration per Activity

Activity No. _____		Name : _____		
Names	Position	Input I	Remuneration Currency (US\$)	Amount in Words
Regular staff				
Local Staff				
Consultants				
Grand Total				

### 3E. Reimbursables Per Activity

Activity No. : \_\_\_\_\_

Activity Name. \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price In US\$	Total Amount In Words
1	International Flights _____	Trip			
2	Miscellaneous travel expenses	Trip			
3	Subsistence allowance	Day			
4	Local Transportation costs				
5	Clerical assistance				
	<b>Grand Total</b>				

### 3F. Miscellaneous Expenses

Activity No. : \_\_\_\_\_

Activity Name. \_\_\_\_\_

No	Description	Unit	Quantity	Unit Price US\$	Total Amount in Words
1	Communication costs between _____ and _____ (Telephone, telegram, telex)				
2	Drafting, reproduction of reports				
3	Equipment: vehicles, computers, etc				
4	Software				
	<b>Grand Total</b>				

SECTION NO. 4

TERMS OF REFERENCE



## SECTION 4: TERMS OF REFERENCE

### TERMS OF REFERENCE FOR THE PROPOSED CONSTRUCTION OF UN HOUSE AT GISOZI - KAGUGU BASED ON DESIGN, BUILD, OPERATE AND TRANSFER (DBOT)

#### 1. Introduction

The UNDP Kigali, Rwanda intends to construct a UN House Office premises in Kigali through a Design Build, Operate and transfer Agreement.

UNDP has been availed 4.9 Hectares for the project on plot 1754 Gisozi - Kagugu – Kisozi District Kigali by Rwanda Government. The site is 13 Km from the City Centre and 10.7Km from Kanombe International Airport. Total built up office area and other accommodation is estimated at 10,465M<sup>2</sup> and parking space of 6,000 M<sup>2</sup>

#### 2. Objectives

It is envisaged that the offices and other supporting facilities will be mostly occupied by UN Agencies.

The project will stimulate growth of other Infrastructure like roads, reliable Electricity, Water and Telephone services and generate business in the neighbourhood. The Complex should therefore be modern, sophisticated, constructed and equipped with appropriate technology so that it is a landmark in the area and blends very well with the present natural and virgin Environment.

#### 3. Scope of Services

The selected consortium will be required to carry out the following tasks.:

- a) Carryout topographical survey at 10m grids and cadastral survey to confirm actual site boundaries
- b) Site Investigations
 

Test pits/Drilling to be carried out in selected areas of the site to determine among other things the bearing capacity of the soil. Its stability, classification and chemical nature. The Laboratory tests on the soil will assist the design team to determine the type of foundation to be used in the designs.

c) Development of Architectural and Engineering Designs

Using the Schedule of Accommodation prepared by the Employer in the T.O.R, produce Architectural Designs, Details, Specifications and Cost Estimates for comments and recommendations from the Employer. After incorporating the comments in the Schematic designs and adjusting the estimates, produce structural (calculations, drawings, bar bending schedules), Electro-Mechanical (layouts, calculations, drawings, details and specifications) to be finalised and discussed with the Employer. Estimated cost to be reviewed.

4 Specifications

The specifications are a critical part of the project as they determine in detail the characteristics of the building

In order to prepare the specification the Consortium will have to assess the following

- The type of building which is required, indicating the number of floors, number of Lifts, the type of façade required and any other special requirements for the general concept of the building.
- General requirements for the interior such as flooring and walling, both for the general office and technological places as well as for the offices of the heads of missions.
- The personnel who will work in the building as well as the functions of each staff member. Special conditions for the offices of Heads of Missions and approximate size of their offices and suitable location.
- The requirements for special venues such as conference rooms, auditoriums, cafeterias or other requirements.
- Special power requirements for, computer equipment (computer servers, printers etc); office equipment (photocopiers), etc.
- The requirements for underground garages (if any) and the number of parking spaces required as well as the type of vehicles which will be parked in the underground garages.
- Landscaping and walkways, type of fencing, parking places, flower-bed and other plantations etc.
- Planning and building by-laws and Public Health Regulations to be complied with as laid down by Kigali City Council and other Authorities.

After this stage the consortium shall submit detailed design concepts used, and cost analysis.

## 5 Civil and Electrical and Mechanical Bills of Quantities

- The Consortium shall prepare as accurately as possible Bills of Quantities to cover :  
Civil Works for buildings, road works and parking areas  
Electrical Installation works and Air conditioning  
Plumbing and Drainage Works  
Landscaping
- Blank copies shall be made available to the Employer for his own pricing
- Consortium will price the Bills of Quantities and submit them to Employer for analysis.
- Negotiations to be made between Employer and consortium to agree on Final Cost of the Project

## 6 Financing

- Consortium to give Final Terms of the Package for Financing the project
- Employer's Financial Analysis / Investment Banker to examine available source and type of Funding: Loans, Equity, line of credits etc and Identify the advantage and disadvantages i.e. Cost of the funds interest rates, conditionalities and recovery period.

## 7 UNDP incentives on the Project

- Exemption of VAT on building materials to be imported
- Exemption of sales and Import taxes on Construction Equipment, Vehicles, Plant, Tools.
- Facilities for Contractors to re-export their plant, equipment and materials.

## 8 Signing of Contract

The Employer and Consortium to agree on Form of Contract for Design Build, Operate and Transfer Services. (DBOT)

## 9. Supervision of Construction; Employer's Agent/Team

The Employer shall have a permanent team in place during the construction period with the main task of monitoring and supervising the construction. The main activities to be carried out are :

- Monitoring the progress of the construction according to the work plan included in the construction plan; in cases of delays in the construction, the Employer's Agent will inform the Consortium on the situation and will propose corrective measures;
- Preparation of regular progress reports to the Consortium, containing variations, equipment, materials, and labour on site, any impediments to the progress of the works and the value of the work executed on site.
- The Employer's Agent shall consider all variations to the works and communicate cost implications to UNDP and consortium
- Calling of site meetings and taking minutes of the meetings
- Instruct the Consortium to produce project information manuals and a set of record drawings showing the building and the main lines of drainage- including the provision of services installation drawings.

## 10. Practical Completion of the Construction

- The Employer's Agent will participate in arranging the handing over of the completed work by performing the following:
- Co-ordinate the final inspection of the works on practical completion and the recording and reporting of any defects
- Forward the completion, post contract services and final statement of account to the Employer
- Prepare the certificates of tests of Electro-mechanical services such as;
  - i) Electrical Installations
  - ii) Lifts
  - iii) Air conditioning
  - iv) Plumbing system
  - v) Fire fighting equipment and
  - vi) Drainage

## 11 Defects Liability Period.

- The Employer agent shall co ordinate the inspection of the works during the Defects Liability Period and record as well as report outstanding defects.
- Follow up and ensure that all outstanding defects are attended to before a certificate of final completion is issued.

Ensure that the final statements of account for the scheme is prepared and claims, if any, are presented to the Employer.

## Reporting Requirements

1. Evaluation reports of the technical and financial proposals of the bid for the construction of the works
2. Report on the progress of the project for the various stages mentioned in the Terms of Reference
3. Submitting monthly progress report; indicating progress of the project as measured against the Contractors/Developers work program as well as the reports on quality contract on the construction.
4. Produce periodic financial reports to the Employer including the effect of any variations on the construction costs
5. Cause the Consortium to prepare the Architectural/Engineering drawings and the Design report. The drawings shall include but not limited to the site location, Maps/drawings, site plans, block plans, floor plans, sections, elevations, perspectives and models. The drawings shall be presented in scales 1:5, 1:10, 1:20, 1:50, 1:100,1:200,1:2500 as appropriate. The Design report shall cover design concepts and cost analysis.
6. Cause the Consortium to prepare schedules for finishes, fittings, loose and fixed furniture.

All reports by Employer's Agent/Consortium shall be on A4 size paper and where necessary for purpose of drawings A3, A2 and A1 size paper.

**SECTION NO. 5**

**BRIEF DESCRIPTION OF THE TYPE OF BUILDING REQUIRED**

## SECTION 5: BRIEF DESCRIPTION OF THE TYPE BUILDING REQUIRED

### 5.0 Form of Construction

In principle the Employer proposes to construct well planned and durable structures, which will include amenities such as catering and car parking. The building shall be aesthetically pleasant and consistent with the surrounding but with the design befitting the prime land on which it's to be constructed.

### 5.1 Planning

The Open planning concept flexible for multi-usage, easy to assemble partitions on a modular system.

The open planning concept allows change of space use to be effected any time with ease and quickly. As a result, specialised space requirements for certain specialised departments would be effectively catered for under open-planned floors

The building shall be multi-storeyed structure in two or three wings with a minimum of 5 levels for each tower occupying the identified site. The towers shall be connected at appropriate level(s). For every 50m<sup>2</sup> of office space, one car parking shall be provided as minimum.

Specialised facilities for disabled persons shall be taken care of by the design. These include for example, lifts, special toilets, door handles, ramps and electricity switches

### 5.2 Construction Materials:

The specifications will include affordable and durable building materials for the various building elements. The chosen materials shall allow minimum regular maintenance and redecorating. All purpose ordinary quality construction and fixtures will be specified. For example.

- a) Floors : To maximise the use of light weight concrete and floor slabs

Ceiling : The floor and ceiling finishes to be specified depending on space use, but should be durable.

- b) External Walls:

To maximise the use of reinforced concrete columns and solid concrete blocks or burnt brick walls in fills, which shall be externally finished with maintenance free, finished materials:

Equally glaring glass panels as external cladding and curtain walling are to be avoided.

- c) Internal wall partitions

Wet areas like kitchens, toilets, workshops, etc. should be built using solid concrete blocks or burnt clay bricks and can be finished with good ceramic glazed tiles.

Dry areas like office spaces, Boardrooms, seminar rooms etc. can be built using both solid and lightweight partitions that are maintenance free. The demountable partitions can be shifted and reused depending on the user space requirement e.g. veneered Block board panels in aluminium frames which can be fixed using screws, and dismantled when need arises. Alternatively, prefabricated, industrialised building elements can be used.

- d) Roofs:

To maximise the use of pitched roofs using burnt clay tiles or concrete tiles, Harvey tiles and other aluminium profiled sheets. Concrete flat roofs are to be avoided except where it is a must.

- e) Fencing :

Simple but robust steel fencing and gates will be used.



f) Landscaping:

Hard Surfacing shall be kept to a minimum. Tree and grass planting shall be encouraged. In cases where basement parking is not provided tarmacked parking yards preferably covered shall be constructed. In general 35% of built areas, 25% of hard surfacing and 40% of green areas are recommended. Car parking will be part of the 25% hard surfacing that will include walkways and access roads while the remainder of the cars can be parked in the basements.

g) Furniture :

For each office premises constructed, fixed furniture provision shall be part of the contract while loose furniture e.g. tables & Chairs shall be provided by the user tenant.

h) External Doors and Windows :

Sliding Aluminium doors and windows powder coated

Internal doors :

Veneered mahogany both sides varnished with polyurethane

Appliances :

High class manufactured to appropriate ISO Standard

- (i) Multi – compartment trunking system to take care of Audio – Visual installations such as Internet, public address system and fire alarm

### 5.3 Schedule Of Accommodation For UN House – Plot 1754 Gisozi - Kagugu Kigali

#### Offices

The space allocated to a person to execute a task is referred to a 'Workstation'. This can be as private office with full height partitions and a door, an open plan 'cubicle'. Configured from system of furniture or low height/shoulder high partitions, or an individual desk in undivided space.

#### Recommend areas as Guidelines

User	Usable Floor area in office
1. Office Employee	6 m <sup>2</sup>
2. Secretary	8 m <sup>2</sup>
3. Junior Officer	10 m <sup>2</sup>
4. Senior Office	12.5 – 15 m <sup>2</sup>
5. Director	20 m <sup>2</sup>
6. Deputy Executive	25 m <sup>2</sup>
7. Chief Executive	27.5 m <sup>2</sup> - 35 m <sup>2</sup>

In addition there are normally numerous meeting rooms which are designed for teamwork

#### WORKED OUT AREAS:

##### 1 OFFICES

The total space established, after an analysis of the various categories of offices by the UN Agencies is 5,265 m<sup>2</sup>. Additional 25% of this area has been included to cater for corridors, toilets, staircases, tea rooms and lifts. That totals to 6,582m<sup>2</sup>

Internal courtyards with fountains, sculptors, tropical gardens and shrubs to be incorporated in the designs. Systems of partitions should be separated from the facades by Glass panels, be invisible from exterior, and have exterior appearance un interfered with

## 2. PARKING SPACE FOR 300 CARS

$$\begin{array}{rclcl}
 1 \text{ Car} & 2.5 \times 5 \text{ m} & = & 12.5 \text{ m}^2 \\
 \text{Allow } 7.5 \text{ m}^2 \text{ for circulation} & & = & 7.5 \text{ m}^2 \\
 \text{TOTAL} & & = & 20 \text{ m}^2
 \end{array}$$

$$\begin{array}{rclcl}
 1 \text{ Car} & = & 20 \text{ m}^2 \\
 300 \text{ Cars} & = & 20 \times 300 & = & \mathbf{6,000 \text{ m}^2}
 \end{array}$$

## 3. LIBRARY (SAY FOR 157 PEOPLE)

Standard space required overall: 0.35 – 0.55 m<sup>2</sup> / per reader

$$\begin{array}{rclcl}
 1 \text{ Person} & - & 0.55 \text{ m}^2 \\
 157 \text{ people} & - & 157 \times 0.55 & = & 86.4 \text{ m}^2 \\
 & & \text{Say} & & \mathbf{86.5 \text{ m}^2}
 \end{array}$$

## 4. MAIN RECEPTION HALL ( SAY 46 PEOPLE)

Should be double height with sophisticated design. Conceived as multipurpose area where people are received and quickly directed to the offices of their destination.

$$\begin{array}{rclcl}
 1 \text{ Person occupies} & - & 1.5 \text{ m}^2 \text{ (inclusive of circulation area + Reception)} \\
 46 \text{ People occupy} & - & 46 \times 1.5 & = & 69 \text{ m}^2 \\
 & & \text{Say} & = & \mathbf{70 \text{ m}^2}
 \end{array}$$

## 5. SPACE FOR UNHCR CLIENTS ABOUT 100 FLEXIBLE FOR OTHER USAGE

Conceived a simple area used for holding Clients before interviews

$$\begin{array}{rclcl}
 1 \text{ Person occupies} & - & 1 \text{ m}^2 \text{ (inclusive of Circulation)} \\
 100 \text{ people} & - & 100 \text{ m}^2
 \end{array}$$

6. CAFETERIA TO SIT 200 PEOPLE WITH ADJACENT TERRACE FOR ADDITIONAL SEATING FOR ABOUT 100 PEOPLE PLUS KITCHEN AND STORAGE ROOM INCLUDING REFRIGERATED ROOM

Table of 4 people	-	4.5 m <sup>2</sup> Inclusive of circulation		
200 People	-	$4.5/4 \times 200$	=	225 m <sup>2</sup>
Allow (15 – 25)% of above area to cater for Kitchen and Storage				
225 x 25%	=	57 m <sup>2</sup>		
<b>SUB TOTAL NO.1</b>	=	<b>225 + 57</b>	=	<b>282 m<sup>2</sup></b>

CUT DOOR SEATING FOR 100

4 people	-	4.5 m <sup>2</sup>		
100 People	-	$4.5/4 \times 100$	=	112.5 m <sup>2</sup>
		Say	=	113 m <sup>2</sup>
Add 15% Circulation – $15/100 \times 113$				
			=	17
<b>SUB TOTAL NO.2</b>		<b>(113 + 17)</b>	=	<b>130 m<sup>2</sup></b>

**GRAND TOTAL = SUB TOTAL NO.1 + SUB TOTAL NO. 2**

$$282 \text{ m}^2 + 130 \text{ m}^2 = 412 \text{ m}^2$$

7. DISPENSARY WITH 6 BEDS / CONSULTATION ROOMS, WAITING SPACE FOR 20 PEOPLE, STORAGE AND REFRIGERATED ROOM FOR VACCINES AND OTHER MEDICATION NEEDING REFRIGERATION

CONSULTATION ROOMS RANGE BETWEEN (14 - 16 m<sup>2</sup>)

Allow 16 m<sup>2</sup> Option

1 room	-	16 m <sup>2</sup>		
6 rooms	-	16 x 6	=	96 m <sup>2</sup> (TOTAL 1)

Waiting for 20 people

1 Person	-	1.4 m <sup>2</sup>		
20 Person	-	1.4 x 20	=	28 m <sup>2</sup>

Allow 15% for circulation and reception

$$\begin{aligned} \frac{15}{100} \times 28 &= 4.2 \text{ m}^2 \\ \text{TOTAL 2} \quad 28 + 4.2 &= 32.2 \text{ m}^2 \\ \text{TOTAL} &= 96 + 32.2 = 128 \text{ m}^2 \end{aligned}$$

Allow 20% for storage and Refrigeration

$$\begin{aligned} \frac{20}{100} \times 128.2 &= 25.6 \text{ m}^2 \\ \text{GRAND TOTAL } 128.2 + 25.6 &= 153.8 \text{ m}^2 \\ \text{Say} &= 155 \text{ m}^2 \end{aligned}$$

## 8 MALE AND FEMALE REST ROOMS ON EACH FLOOR

Allow 5% of the Area for the entire project. I.e. offices, meeting rooms, UNHCR space, Cafeteria, Banking Facility, GYM

$$\begin{aligned} 6,582 + 900 + 100 + 412 + 225 + 514 &= 8,733 \text{ m}^2 \\ 5 \% \text{ of } 8,733 \text{ m}^2 = \frac{5}{100} \times 8,733 &= 436.7 \text{ m}^2 \end{aligned}$$

## 9 CONFERENCE HALL : FACILITIES TO INCLUDE

- i. Entrance Foyer : Spacious with an exhibition area, Cloakrooms with provision of 1 wc /whb per 100 participants

- ii. Auditorium : Maximum seating capacity 500 participants

Seating area per participant including circulation 0.5 m<sup>2</sup>. Length of rows 16 seats per aisle

$$\begin{aligned} \text{Total area} &= 250 \text{ m}^2 \\ \text{Volume of Auditorium} &= 1,250 \text{ m}^3 \end{aligned}$$

Design : Should have no outside light other than emergency lighting. Walls and ceilings finished with non-reflective materials and in non-too-bright colours.

Floor gradient to be achieved by inclination up to 10% or by use of steps with maximum riser of 16 cm with aisle width of 1.20 metres.

Acoustic: Reverberation time 0.8 – 0.2 seconds from high to low frequencies loud speakers to be distributed around the auditorium so that volume differences between the first and last row of seats does not exceed 4dB

Stages and Stores: Full stage area with a ceiling more than 1m above top of proscenium arch . A non safety curtain which separates the stage from the auditorium in the event of emergency. Storage area for furniture and equipment.

Extra area required : stage storage cloakrooms and automatic translation cubicles  
= 75% of the Auditorium

Area = 187.5 m<sup>2</sup>

#### 10. SMALL MEETING ROOMS FOR 50 PEOPLE

Type of Space	No of persons	Typical space required per person	Type of use	Provision & equipment	Location
Meeting Room	20 - 50	1.5 – 2.0 m <sup>2</sup>	Presentations, working discussions with outside visitors	Audio-visual equipment, Dinner lights and black out. Storage for equipment and furniture, All sufficient space for alternative layouts	Easy access for visitors

1 meeting room seats – 50 people

Allow 1.5 m<sup>2</sup> per person circulation inclusive

1 Person = 1.5 m<sup>2</sup>

50 People = (1.5 x 50) m<sup>2</sup>

= **75 m<sup>2</sup>**

1 Meeting Room = 75 m<sup>2</sup>

6 Meeting Rooms = (75 x 6) m<sup>2</sup>

= **450 m<sup>2</sup>**

### 11. 3 LARGE ROOMS FOR 100 PEOPLE

Type of Space	No of persons	Typical space required per person	Type of use	Provision & equipment	Location
Meeting Room	50 – 100	1.5 – 2.0 m <sup>2</sup>	Large conference presentations, lectures and training session furniture display system	Closed circuit TV system, control room, for projector, lighting, curtains, TV and audio systems. Storage space for several entrances	Adjacent area for audience to assemble before meeting

1 Meeting Room seats	=	100 people
Allow 1 Person	=	1.5 m <sup>2</sup>
100 People	=	(1.5 x 100) m <sup>2</sup>
	=	150 m <sup>2</sup>
1 Meeting Room	=	150 m <sup>2</sup>
3 Meeting Rooms	=	3 x 150 m <sup>2</sup>
	=	<b>450 m<sup>2</sup></b>

### 12. UNDER GROUND GENERATOR ROOM, TRANSFORMER ROOM AND INTAKE ROOM

Provide 9.2 x 9.2	=	84.64 m <sup>2</sup>
Say	=	<b>85 m<sup>2</sup></b>

### 13. SPACE FOR BANKING

Allow 12.5m x 18m	=	<b>225 m<sup>2</sup></b>
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### 14. GYM FACILITIES REASONABLY BIG TO CONTAIN EQUIPMENT AND EXERCISE CLASSES AND SHOWERS

Allow 31.6 x 15m for the size of the GYM	=	474 m <sup>2</sup>
Allow 80 m <sup>2</sup> for WCs, showers and changing rooms		
GRAND TOTAL	=	474 + 80
	=	<b>554 m<sup>2</sup></b>

## 15. TOP TERRACE WITH BALCONY WHERE RECEPTIONS CAN TAKE PLACE

$$\begin{array}{rclcl}
 1 & - & 1.5 \text{ m}^2 \text{ (Circulation inclusive)} & & \\
 250 & - & 1.5 \times 250 & = & 375 \text{ m}^2
 \end{array}$$

## 16. SECURITY

1. Provision will have to be made for a security fence
2. At the Gate House – sieving processing proximity cards – mounted behind glass
3. Swipe card – rubbing through the slot  
Central place where a security official should be able to see who has come, time
4. Biometrics finger print
5. Network of cameras

## 17.0 DRAWINGS TO BE SUBMITTED WITH THE BIDS

	<b>Scale</b>
1. Location Plan	1:2500
2. Block Plan -	1:500
3. Plans, elevations, sections of 1 – 15 above :	1:100; 1:200
4. Three (3) exterior perspectives of office block complex indicating finishes, windows, terraces and balconies	
5. Interior Perspective of Main Reception hall, Library, Cafeteria, Conference hall for 500 persons and typical committee room for 100 persons	
6. Birds eye view for entire project	
7. Model to a scale of	1:500



## FORM OF CONTRACT

## FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_ 2005, between, on the one hand, The UNDP Kigali, Rwanda (hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, which will be jointly and severally liable to the Employer for all the Consortia obligation under this Contract, each of namely \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter called the "Consortium")

### WHEREAS

- (A) the Employer requested the Consortia to provide certain consulting services for Design and to undertake Build, Operate And Transfer Services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- (B) the Consortia having presented to the Employer that they have the required professional skills personnel and Technical and Financial resources, have agreed to provide the services on the terms of and conditions set forth in this Contract:

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract.

- a) the General Conditions of Contract
- b) the Special Conditions of Contract; and
- c) the following Appendices:

Appendix A :	Description of the services	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-Consortia	_____
Appendix D:	Medical Certificate	_____
Appendix E:	Hours of work for Key Personnel	_____
Appendix F:	Duties of the Client	_____
Appendix G:	Cost Estimates in Foreign Currency	_____
Appendix H:	Cost Estimates in Local Currency	_____

2. The mutual rights and obligations of the Employer and the Consortia shall be as set forth in the Contract; in particular:

- a) the Consortia shall carry out the Services in accordance with the provisions of the Contract; and
- b) the Employer shall facilitate the Consortia in accordance with the provisions of the contract

IN WITNESS WHEREOF, the Parties hereto caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF

[UNDP Kigali, Rwanda]

By \_\_\_\_\_

*Authorised representative*

FOR AND ON BEHALF OF EACH OF

THE MEMBERS OF THE CONSORTIUM

[Member]

By: \_\_\_\_\_

Authorised Representative

[Member]

By: \_\_\_\_\_

Authorised representative

## GENERAL CONDITIONS OF CONTRACT

## GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Rwanda as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause G.C 2.1;
- (d) “Foreign currency “ means any currency other than the currency of the Employer
- (e) “GC” means these General Conditions of Contract;
- (f) “Employer” means the UNDP Kigali, Rwanda
- (g) “local currency” means the currency of the Employer
- (h) “Member”, in case the Consortia consists of a Joint Venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (i) “Party” means the Employer or the Consortium, as the case may be; and “ Parties “ means both of them;
- (j) “Personnel” means person hired by the Consortium or by any sub contract as employees and assigned to the performance of the Services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside Rwanda, “Local Personnel” means such persons who at the time of being so hired had their domicile inside Rwanda; and “Key Personnel” means the Personnel” means the Personnel referred to in Clause GC 4.2(a);
- (k) “ SC” means the Special Conditions of Contract by which the GC may be amend or supplemented.
- (l) “Services” means the work to be performed by the Consortium pursuant to this Contract, as described in Appendix A hereto;

- (m) "Sub Contract" means any person or entity to whom/which the Consortium subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and
- (n) "Contract" means any person or entity to whom/which the Consortia subcontract any part of the Services in accordance with the provision of Clause 3.7; and
- (o) "Third Party" means any person or entity other than the Employer and the Consortia or Sub contract.

## 1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Employer and the Consortium. The Consortia subject to this Contract, have complete charge of Personnel and Sub Contract, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 1.3 Law Governing Contract

The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## 1.4 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract

## 1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

## 1.6 Notices

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communications is addressed, or when sent by registered mail, telex, telegram, facsimile or Email to such Party at the address specified in the SC

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC1.6.2

## 1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Rwanda or elsewhere, as the Employer may approve.

## 1.8 Authority of Member in charge

In case the Consortium consist of a joint venture of more than one entity, the Members hereby authorise the entity specified in the SC to act on their behalf in exercising all the Consortium rights and obligations toward the Employer under this Contract, including without limitation the receiving of instructions and any payments from the Employer

## 1.9 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer may be taken or executed by the officials specified in the SC

## 1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consortium, Sub contract and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law

## 2.0 Commencement , Completion, Modification and Termination of Contract

### 2.1 Effectiveness of Contract

The Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Consortium instructing the Consortium to begin carrying out the Services. This notice shall confirm that the effectiveness of conditions, if any, listed in the SC have been met.

## 2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four(4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

## 2.3 Commencement of Services

The Consortium shall being carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

## 2.4 Expiration of Contract

Unless terminated earlier pursuant of Clause GC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SC

## 2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein

## 2.6 Modifications

Modifications of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party



## 2.7 Force Majeure

### 2.7.1 Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Employer's agencies
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subcontractors' agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

### 2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of this Contract

### 2.7.3 Measures to be Taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing

evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### 2.7.4 Extension of Time

Any period, within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.7.5 Consultation

Not later than thirty (30) days after the Consortium, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

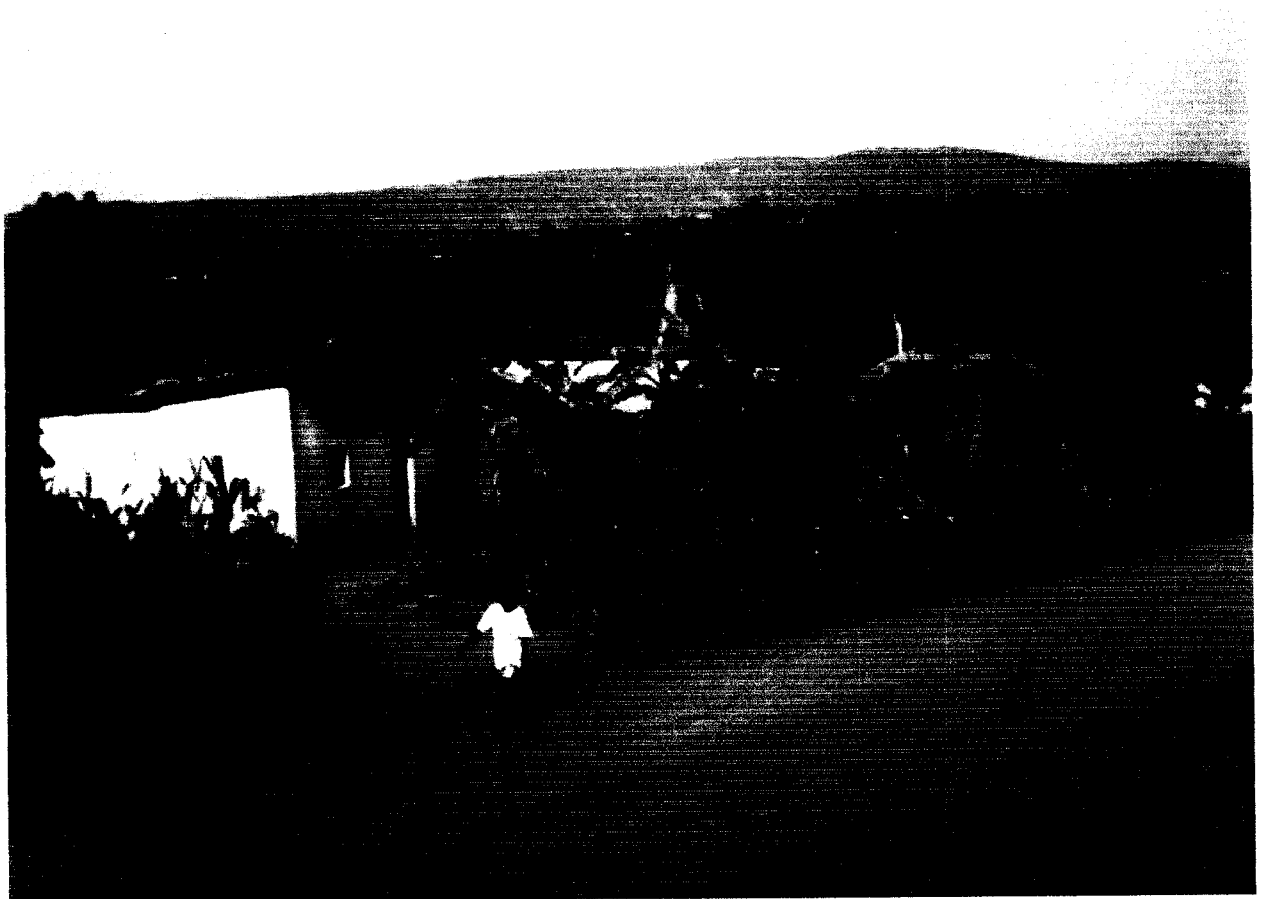
### 2.8 Suspension

The Employer may, by written notice of suspension to the Consortium, suspend all payments to the Consortia hereunder if the Consortium fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consortia to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consortia of such notice of suspension.

SITE SURVEY



## SITE PHOTOGRAPHS



ABOUT 80% OF THE SITE IS USED FOR AGRICULTURAL PURPOSES : MAIZE AND MATOOKE  
IN THE BACKGROUND



TEMPORARY AND PERMANENT HOUSES  
EXISTING ON SITE. GOVERNMENT WILL  
HAVE TO COMPENSATE THE OWNERS

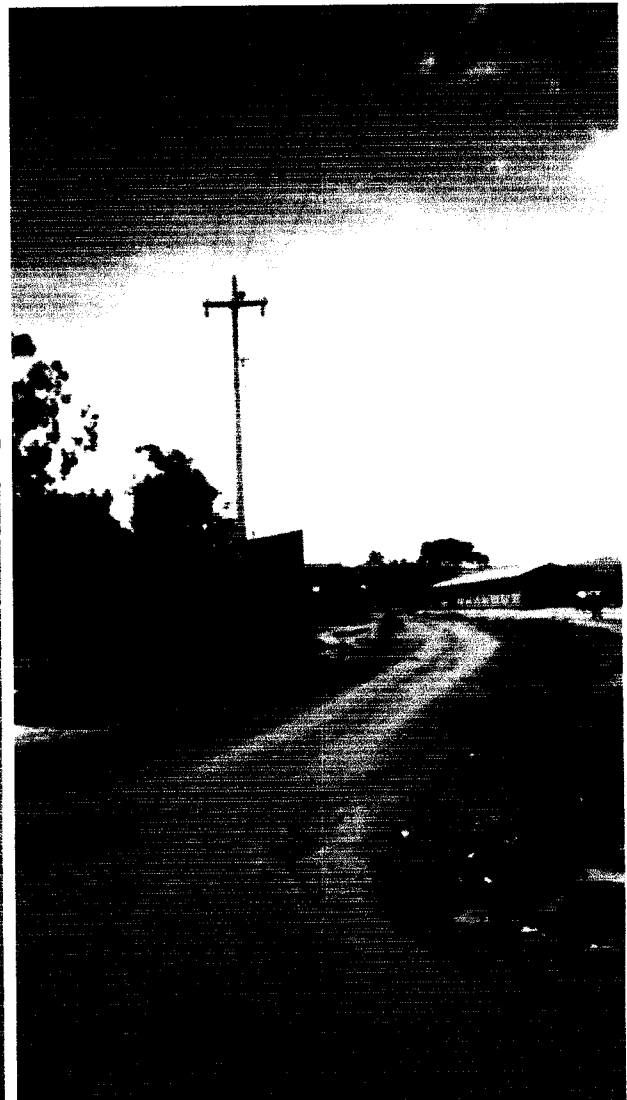
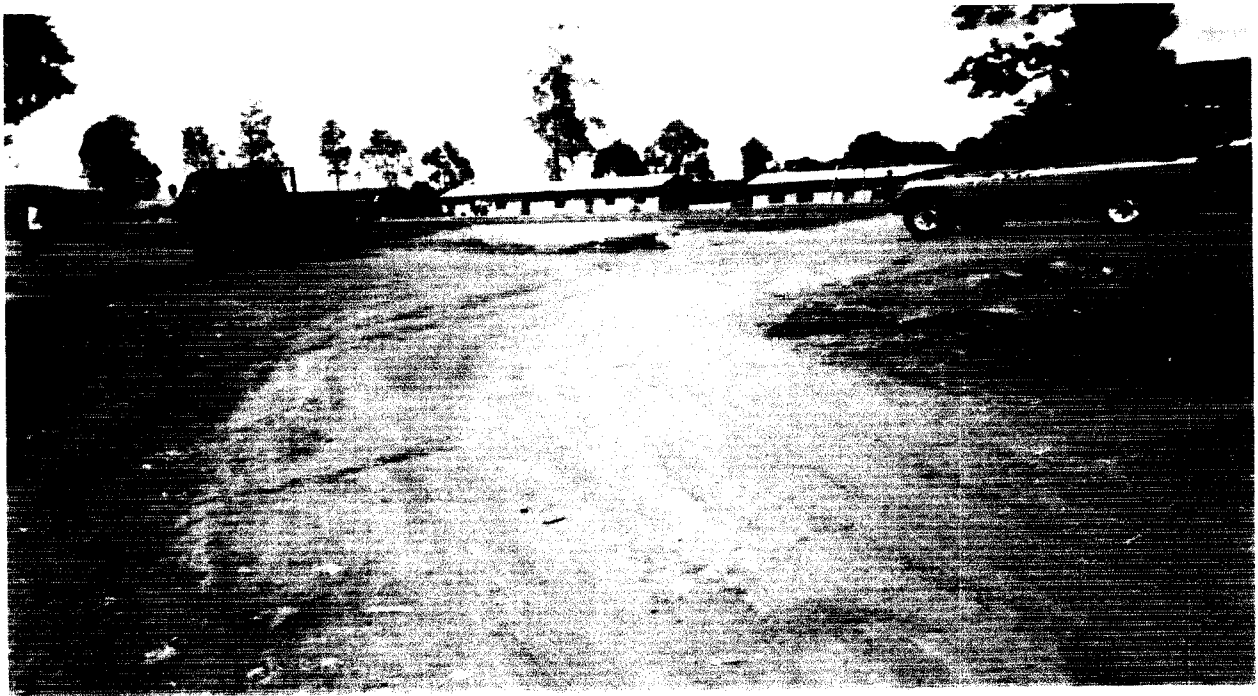


SITE BOUNDARY AT C JUNCTION OF SERVICE ROAD / FOOTPATH ON THE RIGHT





CLOSE UP PHOTO EXISTING POOR  
CONDITION OF ROAD SURFACE AND STORM  
WATER DRAINAGE ON EITHER SIDES OF THE  
ROAD



JUNCTION SERVICE ROAD WITH NYARUTARAMA ROAD HIGH TENSION LINE SERVING AREA.  
POOR ROAD SURFACE AND DRAINAGE



SITE VIEWED FROM NYARUTARAMA MONT JARI IN BACKGROUND



VIEW FROM SITE TO NYARUTARAMA



LOW TENSION LINE AT B27