

## REQUEST FOR PROPOSAL – RFP

**Services Ref: RFP-UA-24-3**

(Please quote this UNESCO reference in all correspondence)

Date 30.05.2024

Dear Sir/Madam,

You are invited to submit an offer for the UNESCO project “**Documentation for urgent interventions and reconstruction works to reactivate the residential functions of the historic Complex for teachers of the Polytechnic in L’viv**”, severely damaged by a missile hit on 6 July 2023, following the present solicitation document. The contractor shall liaise and coordinate with the L’viv City Council, which is the ultimate customer of the execution of the restoration works.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

- Annex I [Instructions to Offerors](#)
- Annex II [General Conditions of Contract](#)
- Annex III [Terms of Reference \(TOR\)](#)
- Annex IV [Proposal Submission Form](#)
- Annex V [Price Schedule Form](#)
- Annex VI [Vendor Information Form](#)

Your offer comprising of technical proposal and financial proposal, in two separate emails, via an electronic submission (e-mail), should reach exclusively via email at the following address:

[ukraine.desk@unesco.org](mailto:ukraine.desk@unesco.org)

without any copy to any other e-mail addresses.

Offers addressed at any other e-mail accounts will be disqualified.

Max. e-mail size 10MB,

Deadline: **no later than 20.06.2024, 18:00**

**Note: Please strictly follow the instruction guide on “Submission of Proposals” at page 5**

This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and to indicate whether or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact:

Igor Samoilenko, [i.samoilenko@unesco.org](mailto:i.samoilenko@unesco.org) (technical aspects)

Oleksandr Deineko, [o.deineko@unesco.org](mailto:o.deineko@unesco.org) (administrative & financial aspects)

**On 10/06/2024, UNESCO Desk in Ukraine will organize a preliminary site visit. You are requested to communicate by email to Ms Daryna Nedzelska ([d.nedzelska@unesco.org](mailto:d.nedzelska@unesco.org)) your interest to attend the site visit.**

For and on behalf of UNESCO

Chiara Dezzi Bardeschi,

Liaison Officer, Head of UNESCO Desk in Ukraine

## **ANNEX I – Instructions to Offerors**

*These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.*

### **A. INTRODUCTION**

#### **1. General**

This Request for Proposal (RFP) is to invite Proposals for professional services to be provided to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

#### **2. Eligible bidders**

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference and other documents to be used for the procurement of services to be purchased under this Request for Proposal.

This bid is open to all national and international suppliers who are legally constituted and can provide the requested services.

Bidders are ineligible if at the time of submission of the offer:

(a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (<http://www.ungm.org>) due to fraudulent activities.

(b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.

(c) The bidder is excluded by the World Bank Group.

#### **3. Fraud and corruption**

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as “fraud and corruption”:

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- “Fraudulent practice” is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment;
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.
- “Unethical practice” means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the [United Nations Supplier Code of Conduct](#)

UN Agencies have adopted a zero-tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to [how-to-report-fraud-corruption-or-abuse](#).

#### **4. Cost of Proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal and UNESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### **B. SOLICITATION DOCUMENTS**

#### **5. Contents of Solicitation Documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

#### **6. Clarification of Solicitation Documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation’s mailing address or fax or email number indicated in the RFP. UNESCO will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation’s response (including an explanation of the query but without identifying the source of inquiry) may be sent to all prospective Offerors that have received the Solicitation Documents.

#### **7. Amendments of Solicitation Documents**

At any time prior to the deadline for submission of Proposals, UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, UNESCO may, at its discretion, extend the deadline for the submission of Proposals.

## **C. PREPARATION OF PROPOSALS**

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, financial strength and the required capacity to perform the services satisfactorily.

### **8. Language of the Proposal**

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in English. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

### **9. Documents Comprising the Proposal**

The Proposal shall comprise the following components:

- a) Proposal submission form;
- b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- c) Price schedule, completed in accordance with clauses 10 & 11.

### **10. Proposal Form - Presentation of the technical proposal**

The Offeror shall structure the technical part of its Proposal as follows:

#### **10.1. Description of the firm/institution and its qualifications**

##### **(a) Management Structure**

This Section should provide corporate orientation to include company's profile (year and country of incorporation – copy of certificate of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

The firm/institution should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should identify the person(s) representing the Offeror in any future dealing with UNESCO.

Offeror to provide supporting information as to firm's technical reliability, financial and managerial capacity to perform the services.

##### **(b) Resource Plan**

This Section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of the requirements, and any plans for their expansion. It should describe Offeror's current capabilities/facilities and any plans for their expansion.

#### **10.2. Proposed Approach, Methodology, Timing and Outputs**

This section should demonstrate the Offeror's responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the requirements, as specified, point by point. You should include the number of person-working days in each specialization that you consider necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

### 10.3. Proposed Personnel

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to specialization area of the project for each proposed staff. The complete CV's of proposed staff is to be submitted.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines, together with a description of such organization structure.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system as provided in the TOR. All references to descriptive material and brochures should be included in the respective paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

### 11. Price Proposal

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in the Price Schedule sheet, the prices of services it proposes to supply under the contract, if selected.

### 12. Proposal currencies

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in US dollars.

### 13. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by UNESCO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNESCO on the grounds that it is non-responsive.

### 14. Format and signing of proposals

The Proposal shall be typed and shall be signed by the Offeror or a person or persons duly authorized. A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

### 15. Payment

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the invoices submitted by the contractor for services provided.

## D. SUBMISSION OF PROPOSALS

### 16. Sealing and marking of proposals

Your **e-offer**, comprising of **separate** technical proposal and financial proposal, should be sent through **two separate** emails no later than **18:00 (UTC+02:00) 20 June 2024**, as follows:

- The Technical offer should be sent to the following email **ukraine.desk@unesco.org** with the mention in the subject "Technical Proposal – Legislation on the protection of cultural property – name of the bidder"
- The Financial offer should be sent to the following email **ukraine.desk@unesco.org** with the mention in the subject "Financial Proposal - Legislation on the protection of cultural property – name of the bidder"

**Offers addressed at any other email accounts will be disqualified.** It should also be noted that all files together should not exceed 10 MB per email.

**17. Deadline for submission of proposals**

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*.

**18. Late Proposals**

Any Proposal received by UNESCO after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

**19. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

**E. OPENING AND EVALUATION OF PROPOSALS****20. Opening of proposals**

UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

**21. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, UNESCO may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

**22. Preliminary examination**

UNESCO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. The determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNESCO.

**23. Evaluation and comparison of proposals**

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being opened and compared. The Price Component will be opened only for submissions that passed the minimum score of 70 % of the total points obtainable for the technical evaluation. The cost-efficiency of the financial proposal shall take into account the size of the budget requested and unit price criteria, commensurate with the organization's proven administrative and financial management capacity.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

**HIGHEST TOTAL SCORE OF WEIGHTED TECHNICAL AND FINANCIAL CRITERIA**

The price proposal of all offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. ***The contract will be awarded to the offeror that receives the highest combined score out of a pre-determined set of weighted technical and financial criteria as specified below.***

**Technical Proposal Evaluation Form**

Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal and previous experience	150			
2.	Proposed Approach and Work Plan	300			
3.	Personnel (suggested team composition, areas of specialization, previous experiences)	150			
4.	Timeline for the delivery of the services	100			
<b>Sub-total for Technical Evaluation</b>		<b>700</b>			

**Financial Proposal Evaluation Form**

Summary of Financial Proposal		Points Obtainable	Name of Firm / Institution		
			A	B	C
	Financial Proposal	300			
<b>Sub-total for Financial Evaluation</b>		<b>300</b>			

Evaluation of the price proposals (of all Offerors who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest scoring of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula:  $[\text{Amount of points} = \frac{\text{lowest price}}{\text{other price}} * \text{total points obtainable for financial proposal}]$

An example:

- Offeror A – lowest price ranked as 1<sup>st</sup> in the amount of USD 10,000 = a
- Offeror B – second lowest price ranked as 2<sup>nd</sup> in the amount of USD 15,000 = b

Points assigned to A = 300 & Points assigned to B = 200 (following formula:  $a/b * 300$  i.e.  $10,000/15,000 * 300 = 200$  points)

**Combined Technical and Financial Evaluation Form**

Summary of Financial Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution			
			A	B	C	D
	Sub-total Technical Proposal	700				
	Sub-total Financial Proposal	300				
<b>Total 1000</b>						

## **F. AWARD OF CONTRACT**

### **24. Award criteria, award of contract**

UNESCO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

### **25. Purchaser's right to vary requirements at time of award and to negotiate**

UNESCO reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of services and goods specified in the RFP without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

UNESCO reserves the right to undertake further negotiations on the proposed offer.

## ANNEX II – General Terms and Conditions for Professional Services

### 1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNESCO. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNESCO.

### 2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance of its services under this Contract. The Contractor shall refrain from any action, which may adversely affect UNESCO or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNESCO.

### 3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### 4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNESCO.

### 5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

### 6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### 7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter-alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

### 8. INSURANCE AND LIABILITIES TO THIRD PARTIES

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract or the operation of any vehicles, boats, airplanes or

other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.1 Name UNESCO as additional insured;

8.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNESCO;

8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage. 8.4 The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

### 9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNESCO against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

### 10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNESCO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

### 11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNESCO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNESCO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNESCO in compliance with the requirements of the applicable law.

### 12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNESCO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with its business or otherwise.

### 13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party.

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated

thereunder and to the UNESCO Access to Information policy. The Contractor acknowledges that UNESCO's Information, including any information relating to an identified or identifiable individual ("Personal Data"), is subject to privileges and immunities accorded to UNESCO and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNESCO. To ensure compliance with the privileges and immunities of UNESCO, the Contractor shall segregate Information provided by UNESCO or generated by the Contractor under this Contract to the fullest extent possible.

#### 14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

#### 15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

#### 16. SETTLEMENT OF DISPUTES

##### 16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then

obtaining, or according to such other procedure as may be agreed between the parties.

##### 16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### 17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO.

#### 18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that UNESCO, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### 19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter-alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

#### 20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

**21. OBSERVANCE OF THE LAW**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**22. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

**23. SECURITY**

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

(b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody.

**24. ANTI-TERRORISM**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

**25. AUDITS AND INVESTIGATIONS:**

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make

available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of the Contract.

**26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE**

**Definitions.** For purposes of the Contract, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, shall not engage in any sexual exploitation and abuse. The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract.

Without prejudice to the generality of the foregoing:

(a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under the Agreement.

(b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.

(c) The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

**Reporting of allegations to UNESCO.** The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, to report allegations of sexual exploitation and abuse arising in relation to the Contract directly to UNESCO.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

**27. UNITED NATIONS SUPPLIER CODE OF CONDUCT**

The Contractor acknowledges that the UN Supplier Code of Conduct (available from <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>) provides the minimum standards expected of the UN Suppliers.

## 28. PERSONAL DATA PROTECTION AND PRIVACY

Both UNESCO and the Contractor shall ensure an appropriate protection of Personal Data in accordance with UNESCO's Principles on Personal Data Protection and Privacy (<https://www.unesco.org/en/privacy-policy>) and their applicable regulations and rules. Personal Data shall be processed solely for the purpose of undertaking this Contract.

The Contractor warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.

The Contractor shall promptly notify UNESCO of any actual [or suspected or threatened] incident of accidental or unlawful Initials destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

The Contractor shall notify UNESCO within five working days of any complaint by an individual in respect of his/her Personal Data. The Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.

The obligations and restrictions in this Article shall be effective during the term of this Contract, including any extension thereof, and shall remain effective following any termination of this Contract, unless otherwise agreed between the Parties in writing.

Unless otherwise agreed between the Parties in writing, after termination of this Contract the Contractor shall return all Personal Data collected for the performance of this Contract to UNESCO in a structured, commonly used and machine-readable format, and shall then delete and procure the deletion of all copies of that Personal Data. The Contractor shall provide written certification to UNESCO that it has fully complied with this paragraph after termination of this Contract.

## ANNEX III – Terms of Reference (TOR)

### 1. Background and Justification:

UNESCO is the specialized Agency of the United Nations with a mandate in education, science, culture, communication and access to information. It is one of the largest players in Ukraine, that supports the national government in the protection and preservation of cultural heritage.

Since the outbreak of the full-scale invasion on 24 February 2022, cultural heritage in Ukraine has been threatened by damage, theft, looting, and destruction. According to the verification of damage conducted by UNESCO, as of 22 May 2024, 375 cultural sites have been damaged or destroyed since 24 February 2022, among them 172 buildings of historical and/or artistic interest.

With the project **“Preserving cultural heritage in Ukraine: Reinforcing monitoring, emergency response and preparedness at damaged cultural and natural heritage sites in Ukraine, including the World Heritage property ‘The Historic Centre of Odesa’”** financed by the Government of Japan, UNESCO seeks to enable the people of Ukraine to strengthening the protection of their cultural heritage through systematic monitoring, assessment of damage and an effective emergency response, while integrating the protection, conservation and safeguarding of cultural heritage into recovery plans. This project also includes an initial action aimed at improving the regulatory framework in the field of cultural heritage: **“Urgent interventions and reconstruction works to reactivate the residential functions of the historic Complex for teachers of the Polytechnic in L’viv”**.

On 6 July 2023, the historic residential complex for teachers of the L’viv Polytechnic, which is an architectural monument of local importance located in the buffer zone of the World Heritage property of ‘L’viv – the Ensemble of the Historic Centre’, was severely hit by a missile attack, damaging 14 of the 17 units of the housing complex located at the address 50-76V corner of Stryiska St. and Academic Sakharov St. and resulting in injuries and loss of life. About 60 apartments were severely damaged and the surviving households were evacuated. This architectural complex is representative of the early functionalist style of the early 1930s and is a rare example of social housing in the city, which until the missile hit of 6 July 2023 had always been inhabited.

This residential complex for teachers of the L’viv Polytechnic was listed in the State Register of Immovable Monuments of Ukraine by the order of the Ministry of Culture and Information Policy dated 18.01.2021 Nr 14. Buildings Nr. 62, 64, 66, and 68 are the most severely damaged.

**Current condition:** Preliminary surveys, a thorough preliminary 3D laser scanning architectural documentation and a technical condition assessment were conducted at the property with the support of UNESCO. Technical condition reports based on the results of the technical inspection and technical conclusions for urgent emergency repair and restoration work on structural elements in emergency state were developed for the residential buildings No. 62, 64, 66, and 68 on Stryiska Street in L’viv.

Based on the recommendations and design documentation for the urgent emergency repair and restoration work, some preliminary works have been implemented (reinforcement of walls, ceilings, roof structures, replacement of destroyed window joinery) by initiative of the L’viv City Council, based on the defective act, according to the regulation of the Cabinet of Ministers 1342. The documentation for the comprehensive project of the renovation of the apartments, staircases, facades, utilities, etc. shall be now developed.

### 2. Objectives

UNESCO is seeking complete proposals from qualified architects, multi-disciplinary architectural firms or consortia of firms to:

2.1. Draw up a programme for the implementation of research and restoration works on the buildings of the residential complex for teachers L’viv Polytechnic to determine the list of necessary works for the preservation and further functional use of the buildings - architectural monuments of local importance, located at:

62, Stryiska St., L'viv, Ukraine, security number 5377-Lv  
 64, Stryiska St., L'viv, Ukraine, security number 5378-Lv  
 66, Stryiska St., L'viv, Ukraine, security number 5379-Lv  
 68, Stryiska St., L'viv, Ukraine, security number 5380-Lv

Such architectural complex entails:

	Number of apartments	Apartments area approx. sq.m.	Common areas approx. sq.m.	Facades area approx. sq.m.	Basement area approx. sq.m.
<b>62, Stryiska</b>	8	720	90	550	190
<b>64, Stryiska</b>	16	680	110	550	190
<b>66, Stryiska</b>	15	780	90	850	200
<b>68, Stryiska</b>	16	800	110	770	210
<b>Total</b>	<b>55</b>	<b>2,980</b>	<b>400</b>	<b>2,720</b>	<b>790</b>

2.2 Conduct preliminary studies and comprehensive scientific research and survey work with the view to investigate and document the existing conditions and produce the necessary architectural, structural, and services design drawings, and specifications. This damage assessment should also be undertaken based on the preliminary damage assessment reports by local authorities.

2.3 Based on the detailed technical assessment of the building and comprehensive scientific research and survey work (described above), elaborate scientific, design, and estimate documentation needed to obtain all necessary permissions and solicit a contractor for the restoration works related to the buildings of the residential complex for teachers L'viv Polytechnic, L'viv, Ukraine.

As the property is located within the buffer zone of the World Heritage Property "L'viv -the Ensemble of the Historic Centre", the prepared documentation will be submitted by UNESCO for Technical Review by ICOMOS, in its capacity of Advisory Body to the World Heritage Committee, in order to ensure compliance of the proposal for works with the protection purposes of a World Heritage property's buffer zone.

**The contractor shall liaise and coordinate with the L'viv City Council, which is the ultimate customer of the execution of the works. 3. Outputs:**

In line with the above objectives, the Contractor, under the supervision of the UNESCO Desk in Ukraine, shall:

- 1) Provide a workplan for the implementation of research and restoration works on the buildings of the residential complex for teachers L'viv Polytechnic to determine the list of necessary works for the preservation and further functional use of the buildings - architectural monuments of local importance, located at:

62, Stryiska St., L'viv, Ukraine, security number 5377-Lv  
 64, Stryiska St., L'viv, Ukraine, security number 5378-Lv  
 66, Stryiska St., L'viv, Ukraine, security number 5379-Lv  
 68, Stryiska St., L'viv, Ukraine, security number 5380-Lv

- 2) Report on the detailed technical assessment of the current condition, including existing technical drawings, of the residential complex for teachers L'viv Polytechnic. The report shall include an assessment, but not be limited, of the following:

- a. Building structure and foundation
- b. Roofing systems
- c. Ventilation system
- d. Plumbing systems
- e. Electrical systems
- f. Fire protection systems

- g. Flooring
  - h. Windows and doors
  - i. Water (humidity) and thermal insulation/isolation
  - j. Walls integrity
  - k. Accessibility problems.
- 3) Elaborate a comprehensive plan for the restoration project of residential complex for teachers L'viv Polytechnic (divided by phases) according DBN 2.2-14 2016, including:
- a. Study stage (according DBN 2.2-14 2016 point 5.1.3).
  - b. Stage CD construction documentation (стадія РП) including BoQs based on DBN A.2.2-14 2016 section 10.
  - c. Scientific and restoration report according DBN 2.2-14 2016 section 12.

#### **4. Activities: The Contractor shall perform the following tasks.**

##### **Task 1 Study Stage:**

Preliminary research, depending on the facility condition, includes (according DBN A.2.2-2016):

- a. preliminary study of literary and graphic sources.
- b. preliminary architectural survey.
- c. preliminary examination of structures.
- d. preliminary engineering survey.
- e. preliminary technological survey.
- f. preliminary archaeological survey (if necessary).
- g. photographic documentation.
- h. preliminary survey of the territory (if necessary).

The results of the Study Stage will be as follows:

- a. brief historical information.
- b. schematic measurement.
- c. the determined physical volume of the monument
- d. a scheme of photo fixation
- e. photographs of the general view and elements of the monument with annotations
- f. act of inspection of the technical condition of the monument
- g. act of determining the category of complexity of works on the development of documentation.
- h. act of determining the loss of the monument.
- i. program of research and development works.
- j. schemes of locations for soundings, pits, scaffolding, opening of structures, and sampling of materials.
- k. program of scientific and design works.
- l. program of emergency or urgent conservation works (if necessary).
- m. cost estimates for research, development, and scientific design works (if necessary).
- n. estimates of the cost of repair and restoration works (if necessary).
- o. proposals on the necessity to determine the state of pollution of atmospheric air, soil, water bodies, acoustic, electromagnetic, radiation pollution, etc. at the site of the monument (if necessary).
- p. restoration task.

Notes:

- UNESCO will put at disposal the already produced 3D laser scanning architectural preliminary documentation. Based on this initial documentation, the Contractor shall further study all accessible historical records, photographs, and drawings related to the site to better understand its history and evolution, significantly as this history may impact future rehabilitation interventions and reconstruction choices.

- Based on this initial study, the Contractor shall survey the site using up-to-date surveying equipment to produce an accurate site plan. The site plan shall identify and locate all important features (min. scale of definition 1:500).
- Photo documentation shall be conducted with high-resolution digital cameras and report captions' exact location.
- To study, investigate, document, and assess the current structural and architectural state of facility, the Contractor shall perform all essential invasive and non-invasive tests, including monitoring for structural evaluations (if necessary). These tests shall also include material and techniques analysis, stratigraphic analysis, pathologies and degradation analysis, sub-surface soil conditions, etc. Structural modelling shall be performed to evaluate the structures' strength and performance during possible seismic events, considering the reconstruction of lost portions.
- Although no archaeological excavations are to take place, any disassociated surface finds of important and fragile architectural or archaeological objects, which might be encountered during the surveying and investigations should be photographed in situ and immediately notified to the site representative of the local authorities, who shall be responsible for the object's proper handling and removal from the site. The Contractor shall notify UNESCO if such cultural objects are found and reported to the local authorities.
- The submission shall be presented to UNESCO for review and approval. If necessary, upon request by UNESCO, to revise and resubmit. The submission shall also indicate the required authorization to conduct works on the site.

#### **Task 2 Stage CD / DD construction documentation and approval part (стадія РП):**

A detailed design is an integrating stage of design and consists of an approval part and working documentation.

#### **Stage CD / DD includes according DBN A.2.2-14:2016 (section 10.2) as follow:**

- a) Design description.
- b) Drawings.
- c) Documentation on the technology of repair and restoration works.
- d) Basic provisions on the organization of restoration.
- e) Statements of the scope of work.
- f) Bills of quantities.
- g) Basic technical and economic indicators.

The above shall be accompanied by a timeline for works.

Estimated cost at the CD/DD stage is determined in accordance with the estimate norms of Ukraine.

During repair and restoration works, defect certificates for certain types of works may be drawn up, if necessary, for further development of design solutions.

#### **Notes:**

- Based on the required consultations, the Contractor shall prepare all necessary architectural design drawings, 3D visualisation, including plans, sections, elevations and details, and specifications to undertake the work. These drawings and specifications shall be part of the contract documents with the future contractor for the actual execution of the works.
- UNESCO shall review the submission. Upon accepting the preliminary documentation, the Contractor can proceed by preparing final Specifications, Bill of Quantities and Work Plan.
- The Work Plan will describe the estimated duration and interdependence of various tasks of the proposed stabilization & rehabilitation work divided by stages.

- The full submission shall be reviewed by UNESCO, and then Contractor shall provide accordingly eventual required clarification and/or further details on the financial cost breakdown, if necessary.

### **Task 3. Support and supervision of the restoration works:**

Support in market research for potential contractors for the restoration of the buildings at the historic residential complex for teachers of the L'viv Polytechnic and provide technical supervision of the restoration works or support of another expert (to be determined at the next stage).

#### **Notes:**

- The Contractor shall prepare a proposed methodology and schedule of site visit and supervision for the actual stabilization and rehabilitation work by stages. The Contractor is expected to make limited site visits or inspections, as it feels appropriate, to ensure that the work is being carried out correctly. The Contractor shall also prepare a schedule of daily site supervision to be provided by UNESCO in order to properly carry out the works.
- UNESCO may also hire independent consulting experts for periodic visits.
- While it is impossible to identify the precise nature of this assistance or to quantify the time, the Contractor shall submit an estimate of the total number of hours needed for these tasks in their proposal.
- Unforeseen site conditions probably may require some revisions of designs, drawings, specifications, details or work plans. This task may require the Contractor to send one or more experts to the facility to personally inspect conditions and propose solutions.
- The Contractors proposal shall clearly state the number of such trips, the number of staff to travel, the estimated duration of the visit and the total costs of each such potential visit.

### **Task 4 Scientific and restoration report:**

A scientific and restoration report is a summarizing component of the documentation aimed at preserving a monument, which records the work performed or its individual stage. A scientific and restoration report is prepared on the basis of the results of research and development work, scientific and design documentation.

**The scientific and restoration report includes, according to DBN A.2.2-14:2016 (section 12), the following:**

- a) a list of initial data for the property of restoration, according to which research, scientific and design, repair and restoration works were carried out (including before, during and after).
- b) brief historical information with the construction periodization of the property.
- c) a list and results of the research with appendices or references to the materials of relevant research works and photographs with annotations and a photo fixation scheme, presented in a separate book.
- d) brief information on the design decisions made with references to the materials of the relevant research works.
- e) results of research works performed during repair and restoration.
- f) a description of changes and their justifications that were made to the project in the course of the work.
- g) documents and materials that influenced the course of work.
- i) description of the works performed their technology and methods of execution.
- k) list of used construction and finishing materials, products, structures, and equipment.
- l) conclusions based on the results of research, development, and production works.

## 5. Inputs

The assignment shall be performed under the direct supervision of UNESCO, as well as L'viv City Council.

- UNESCO Desk in Ukraine will technically accompany the process and will provide formal support, putting at disposal the documentation already in its holding, including the 3D laser scanning undertaken by UNESCO expert and preliminary damage assessment reports by international experts;
- The L'viv City Council will provide the necessary data to assist your entity in the analysis and will ensure granting of free access and support for the implementation of all tasks prescribed.
- The responsibility for the safety and security of the Contractor and its personnel and property, and any of UNESCO/ project property in the Contractor's custody (if any), rests with the Contractor. The contractor shall liaise and coordinate with the L'viv City Council, which is the ultimate customer of the execution of the restoration works L'viv City Council 6. Timing: 9 months from the signature of the contract
- The Services under Tasks 1 and 2 are expected to be completed within 2-3 months;
- The Services under Task 3 are expected to be completed within 2-3 months;
- The Service under Task 4 is expected to be based on the reconstruction plan provided under task 3
- The bidder shall provide a detailed work plan along with a detailed chronogram counting for number of calendar days required for task; assuming start date of the contract is 1 July 2024.

## 7. Reporting:

**Deliverable 1:** The Assessment report (Report to UNESCO on Study Stage Task 1). Due 1 month starting from the signature of the contract.

**Deliverable 2:** Statement of works and Bill of quantities (Report to UNESCO on Stage CD/DD (стадія РП) Task 2). Due maximum 3 months starting from the signature of the contract.

**Deliverable 3:** Estimation of the market price for the renovation works and materials to be used (Report to UNESCO on Stage CD Task 3). Due maximum 4 months starting from the signature of the contract.

**Deliverable 4:** Prepare report of market research for potential contractors for the restoration of the buildings at the historic residential complex for teachers of the L'viv Polytechnic and provide technical supervision of the restoration works or support of another expert (to be determined at the next stage). Due maximum 6 months starting from the signature of the contract.

**UNESCO expects to implement the tasks described under this RFP within maximum 8 months from signature of the contract.**

## Additionally:

- Provide a full package of documents on Stage CD/DD for UNESCO review.
- Provide a scientific and restoration report (Task 4). Proposed timeline shall be discussed and agreed with UNESCO, prior to the signature of the contract.

## 8. Minimum content of proposals

1. A completed Proposal Submission Form (Annex IV):

1. **Title Page:** Includes the title of the proposal, the name of the organization or individual

submitting the proposal, date, and possibly a logo.

2. **Introduction and the Background of the Applicant (please include relevant experience conducting similar projects):** Submit at least three samples of assessment prepared by proposer for a project of similar scope.
  3. **Methodology/Approach:** A straightforward and concise statement on the approach or methodology that will be used to accomplish the objectives outlined in the proposal of how the contract work would be performed. Provide a breakdown of the tasks to be performed with a detailed description of work performed for each task. Include estimated man-hours for each task.
  4. **Team:** Include CVs of the project manager and individuals who would be assigned to this project, describing previous experience in a similar field.
  5. **Workplan:** Describes how the proposal will be implemented. Tentative schedule for completing the work. Show estimated weeks for each task.
2. A duly completed Price Schedule Form (Annex V), for the breakdown of the costs associated with implementing the proposal. This includes direct costs (e.g., materials, personnel) and indirect costs (e.g., overhead, administration).
  3. A duly completed Vendor Information Form (Annex VI)
  4. Registration documents for the business entity
  5. Letter by business entity's bank which clearly states bank account full details.
  6. At least three references from previous clients. Include phone number and project titles.
  7. Any other information that would assist us in making this contract award decision.

## 9. Eligibility/qualification/experience requirements

The company/firm will be evaluated through its experience, assigned personnel, workplan, timing and outputs in response to the TOR.

The business entity applying to this RFP should be a registered firm (i.e. including a one- person company) that should satisfy the following minimum eligibility criteria evident with the enclosing all necessary supporting documents as part of its credentials:

Requirement	Eligibility criteria
General	<p>Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal.</p> <p>This bid is open to all national suppliers who are legally constituted, can provide the requested services.</p> <p>Bidders are ineligible if at the time of submission of the offer:</p> <ol style="list-style-type: none"> <li>(a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (<a href="http://www.ungm.org">http://www.ungm.org</a>) due to fraudulent activities.</li> <li>(b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.</li> <li>(c) The bidder is excluded by the World Bank Group.</li> <li>(d) Black listed or banned by the national authorities and banks.</li> </ol>

Legal and financial status	<ul style="list-style-type: none"> <li>Bidder must be a registered business entity since <b><u>at least 3 years</u></b></li> </ul>
Bank account	<ul style="list-style-type: none"> <li>Should have a valid bank account with name of account holder matches the name of business entity signs the proposal (i.e. personal bank accounts are not accepted).</li> <li>Letter by business entity's bank which clearly states bank account full details.</li> </ul>

Note: Your proposal will be DISQUALIFIED automatically if:

- If it submitted beyond the deadline set forth RFP document;
- it was NOT SOLELY received at **ukraine.desk@unesco.org**
- it is shared through web tools similar to Dropbox or WeTransfer;

## 10. Qualifications of the Applicant

The selected company/firm (or one-man company registered according to national legislation) and their assigned project staff must be experienced in all phases of the assessment, planning, design and supervision for construction or restoration of buildings, with an extensive knowledge of the principles, guidelines, best practices and with proven capacity, and capability to effectively and efficiently meet the objectives of the contract and deliver the tasks and outcomes aforementioned in the RFP within the indicated timeframe.

In particular, the **business entity should have:**

- Proven extensive experience in design/supervision of reconstruction works with a **minimum of 3 years of experience** (mandatory);
- Proven track record of similar assignment through 3 (three references) and specific project examples; experience in similar assignments in **World Heritage Property** is also essential.
- Must have full-time staff, or core staff supplemented by other technical experts, which together comprise the range of skills necessary to implement the proposed project and the ability and experience to undertake the activities required. One-person companies shall demonstrate to be able to contract the staff necessary to undertake the tasks outlines in these Terms of Reference;
- Demonstrated capacity to recruit and mobilize personnel from its network of direct staff and any affiliated pool of individuals available, as required to fulfil the terms and conditions of the contract.

## 11. Qualifications of Experts:

The company/ firm's personnel demonstrate the capacity of its team to provide the services and should include all essential roles filled with people of the required experience.

Particularly, key staff positions such as Project Manager/Coordinator and/or Senior Engineer/Architect are required to have:

- Certificate of a certified architect - Qualification certificate of the performer of certain works (services) related to the creation of architectural objects - Architectural volumetric design (Category CC3 buildings under the category of "buildings of the main museums, state archives, repositories of national historical and cultural values").
- Proven track record of similar assignment for the Project Manager/Coordinator who will supervise the execution of the reconstruction project, through at least 3 (three) references or recommendations from three previous works. The Project Manager/Coordinator will prepare a proposed schedule of site(s) visit(s) and supervision for restoration work. The Project

Manager/Coordinator is expected to make limited site visits or inspections, as appropriate, to ensure that the work is being carried out correctly by the construction company.

- Proven track of similar assignment of the Senior Engineer/Architect to determine structural needs, building times, and expenses for each project, overseeing contracts, sketching plans, and supervising construction workers through at least 3 (three) references or recommendations from three previous works.
- Proven experience restoring historic buildings, including knowledge of preservation techniques, materials, and relevant regulations.
- Experts shall have proven experience in the field of competence and in carrying out similar projects and CVs should be furnished.
- Education in the field of knowledge "Architecture and Construction". Specialist's or master's degree in architecture, or Architecture and Urban Planning, or Restoration of Architectural and Urban Planning Monuments.
- List of performed projects (author or co-author).

## 12. Languages

- Excellent knowledge (written and spoken) of Ukrainian (mandatory) and English (desired).

## 13. References:

- Provide references for at least **three** similar projects completed in the past **five** years.
- References should demonstrate successful project outcomes, client satisfaction, and adherence to deadlines and budgets.

## 14. Other Requirements:

- Ability to work full-time on-site/off-site as per project requirements.
- Clear background check and no conflicts of interest with the project stakeholders.

These requirements aim to ensure that the proposed personnel have the necessary qualifications, experience, and competencies to execute the project successfully. They are designed to align with the project's needs and are intended to be clear without being overly restrictive, allowing for flexibility in candidate selection.

## 15. Budget/Basis of fees:

The budget can be for internal purposes only (and thus not be included in the TOR). To be noted that suppliers should be given enough means/info such as duration of activity/number of foreseen man-days, the foreseen personnel whenever possible to assess magnitude of consultancy/project.

Yet, in order to be aware of the costs for a consultancy an itemized budget should be prepared. Basis of fees, please refer to the separate Price Schedule Form (Annex V)

## **ANNEX IV – Proposal Submission Form**

**TO: UNESCO**

**To form an integral part of your technical proposal**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the Proposal Closing Date as stipulated in the Solicitation Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised  
Signature:

Date:

## ANNEX V – Price Schedule Form

### GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Offerors.
2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 18.
3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.
4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemise the amount requested and provide a time-schedule for utilisation of said amount.

Financial Proposal / Price Schedule					
Request for Proposal Ref:					
Total Financial Proposal [currency/amount]:					
Date of Submission:					
Authorized Signature:					
Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]	
1. <b>Remuneration</b>					
1.1 Services at Home Office (if applicable)					
1.2 Services on site (if applicable)					
Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]	
2. <b>Other Expenses</b>					
2.1 Travel					
2.2 Per Diem Allowances					
2.3 Communications					
2.4 Reproduction and Reports					
2.5 Equipment and other items					
2.6 Others (please specify)					

*Note: The above table serves as examples and guide the financial proposal. Bidders are requested to provide cost breakdown of the above price table.*

## ANNEX VI – Vendor Information Form

### General Information

Company Name:	
City, Country	
Web Site URL:	
Contact Person:	
Title:	
Phone:	
Email Address:	

### Expertise of the Bidder

Line of Business, area of expertise:	
Type of business (manufacturer, distributor, etc):	
Years of company experience:	
Main export countries/area:	
Past Contracts with other UN organizations:	

**References:** Please provide at least three references including contact details for contracts for similar services to the one requested under this consultancy:

Organization Name/Country:	Contact person:	Telephone:	Email:
1.			
2.			
3.			