

For Integrated Smart Building Management System Design Services Request for Proposal

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This report takes into account the particular instructions and requirements of our Client. It is not intended for and should not be relied upon by any third party and no responsibility is undertaken to any third party.

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Introduction

1.1 General

() has assigned () (Clients Representative) and () the Project Manager) to undertake a selection process to appoint a () to undertake the **Integrated Smart Building Management System (ISBMS) Design Services** of the ().

This Request for Proposal (RFP) identifies the Integrated Smart Building Management Systems Design Services to be provided by the () during the following stages:

Stage 1 Design and Construction

Stage 2 Operational Planning & Commissioning

The primary purpose of the Request for Proposal is to define the design, construction and operation planning and commissioning processes which must be adhered to by the () in undertaking the Design Services and enable submission of a clear offer for the services by the ().

The schedules that follow describe the roles and responsibilities envisaged in the various stages of design highlighting the coordination with existing design and other disciplines.

The definition of the Project is included in Appendix A, and the General Scope of Design Service is included in Appendix B.

Further appendices contain specific information on the project, including the proposed ().

1.2 Standards

The general objective of the design shall be to deliver a world class mixed-use facility including a Business Centre floors, Theatre facilities with high quality main lobby and a prestigious office tower together with car parking facilities.

1.3 Deliverables Required for this RFP

The following detailed deliverables are to be submitted by the () with the Fee Proposal:

1.3.1 Consultant Design Analysis

Outline narrative to demonstrate project and scope comprehension with brief design observations. Select similar local and international benchmark projects as reference

Outline Programme of design, highlighting the different stages, in line with the Commencement and Completion milestones described in the Appendices to this RFP

List with indicative Project Design Deliverables at each stage of design

Detail Design Schedule

Any other details, which the () considers useful in describing the proposal.

1.3.2 Consultant Detailed Scope of Works

The () shall provide a detailed scope of work of all expected activities during the different Stages of the project to demonstrate an understanding of the Integrated Smart Building Management System Design Services scope requirements. The detailed Scope of works shall include the Scope of Work included in this RFP as minimum.

1.3.3 Project Specific Staff Plan

The () is required to submit a staffing plan for the assignment showing:

- Number of staff
- Positions and CV's of senior and key staff
- Project organization chart with durations of staff proposed

1.3.4 () Company Details

Company details should include the current workload, including a list of current projects highlighting those () projects handled specifically by the proposed staff and the status. It should also include proposed working arrangement for this project, including Legal / Registration Status, proposed sub-consultants, etc.

1.3.5 Fee Proposal

Fee Proposal is to be submitted in the format enclosed in Appendix C.

The submission in response to this RFP should be sent no later than the date and time provided in the covering letter with this RFP to: ()

1.4 RFP Bid submission Evaluation Criteria

The Evaluation criteria for assessing the bid submissions shall be as follows;

- Technical covering the bid submission completeness and adherence to technical submission requirements 70%
- Financial bid submission 30%

Stage 1: Design & Construction

Schedule 1 – Concept Design and Feasibility (CD)

2.1 Introduction

Concept Design stage includes but is not necessarily limited to:

- Consultant mobilization
- Acknowledging budget constraints in Project Manager Initial Cost Plan.
- Establish Client requirements
- Carry out feasibility studies of Client requirements against constraints
- Finalize Design Guidelines for the design of ISBMS.
- Collection of () Municipality regulations
- Cost Estimating.

The objective of this design stage is to analyse the Client's requirements and various Consultants designs to produce a ISBMS proposal with alternative solutions that is acceptable to the Client.

2.2 Architectural Design – by Others

A () Consultant has been appointed and the Architectural Concept is already established and accepted by Client.

2.3 Engineering Design – by Others

A () Consultant has been appointed and overall concept finalized by integrating structural and services requirements within the approved architectural concept.

2.4 Interior Design – by Others

An Interior Design Consultant is being appointed to further detail the Interiors of the approved overall concept design for the Project.

2.5 Integrated Smart Building Management Design Scope

The () Consultant shall:

Analyse Client's requirements; develop and verify Concept Design Data.

Prepare design of the Integrated Smart Building Management System Design within alternative solutions using the constraints of the approved architectural and MEP engineering design, identifying advantages and disadvantages of each alternative.

Prepare financial feasibility model as detailed in Appendix B for each alternative.

The Electro-Mechanical related services to ISBMS (Telecoms, BMS, IP TV & Telephony, Public Address, Security systems designed by the Multi-discipline Consultant shall be forwarded to The () Consultant and shall be considered the minimum requirements of the project, the same shall be modified if needed by and enhanced by the () Consultant .

Fully coordinate the design with various other consultants on the Project. The design shall follow the formats, coding and numbering systems adopted by the () Consultant.

In Coordination with the () Consultant and the Project Manager, prepare full presentation of the design alternatives to the Client for comments, approvals and selection of alternatives.

Submit the alternatives in the form of high quality printed A3 draft report and presentation materials for review and decision.

Develop the selected Alternative for the ISBMS design.

Prepare preliminary cost estimate for each design alternative in sufficient detail to distinguish between each alternative.

Cooperate with the Project Manager in order to facilitate the preparation of the preliminary project Cost Plan with respect to ISBMS for the Client's review / approval. Once approved, this will be known as the "Approved Budget".

In conjunction with the design team and the Project Manager, prepare and submit a fully coordinated Final Concept Design Report consolidating the selected alternate design proposal.

2.6 The Deliverables - Design Data

Deliverables shall include, but not necessarily be limited to a draft report with alternatives and a final consolidated **Concept Report** for review and approval, to be presented in high Quality A3 size report along with presentation materials, each addressing the following topics:

Conceptual arrangement, functions, operations and theme for the smart building services, supported by schematic / riser diagram outlining the ISBMS of the project.

Specifications and other technical requirements.

Control room layouts

Financial feasibility Model

Evaluation of Alternatives and recommendations

Preliminary ISBMS Cost Estimate.

Schedule 2 –Schematic Design (SD)

3.1 Introduction

The goal of this phase is to develop the preferred design strategy selected during Concept Design (CD) from the options presented. Schematic Design (SD) will focus on the preparation of fully coordinated general arrangement drawings for submission for review/approval by the client. Project support data from all disciplines shall be coordinated and available together with outline specifications and an update of the cost plan in accordance with the contemporary budget. At the conclusion of this stage the () Consultant is required to submit a full explanatory report for review and approval.

The schematic design shall:

- Define the scale and the relationship of the project elements in accordance with the Concept Design and further briefings by the Project Manager and Client
- Establish the horizontal organization and horizontal circulation of the development and its component parts
- Establish the vertical stacking and vertical circulation of the development and its component parts
- Ensure coordinated Design Data of all design disciplines fully implementing a low energy design strategy, low maintenance and efficiency in use, together with all verification data
- Establish the overall visual character of the development
- Confirm adherence to financial feasibility model
- Update the cost estimate

3.2 Architectural Design – by Others

The Architectural Scheme Design has already been completed based on the approved overall concept.

3.3 Engineering Design – by Others

Schematic for structural, mechanical, electrical and all other services have been established in coordination with the architectural design.

3.4 Interior Design – by Others

The Interior Design Scheme is to be developed in parallel with the Technology Scheme Design.

3.5 Integrated Smart Building Management Design Scope

During Schematic Design Stage, the () Consultant shall:

- Develop scheme layouts from the selected option in Concept Design.
- Develop internal elevations and establish Special requirements in terms of dimensions and reflected ceiling.
- Highlight special requirements for housing of control rooms such as finishes, raised floors , etc. to the design team
- Finalise procurement strategy
- Assist the Project Manager in finalizing the programme for fit-out and Technology works
- Prepare the Schematic Design cost estimate for ISBMS with sufficient detail and accuracy and submit for review and approval.
- Cooperate with the Project Manager in order to facilitate the preparation of the

Schematic Design Cost Plan with respect to ISBMS for the Client's review / approval.

3.6 The Deliverables - Design Data:

Deliverables shall include, but not necessarily be limited to a consolidated Schematic Design Report for review and approval addressing the following:

- Infrastructure cabling system (passive cabling) covering the project.
- Provision for Infrastructure cabling system and links between all () through a central point at () building in (), possibly installed by ().
- Schematic design drawings including plans and elevations of each area
- Update financial feasibility model
- ISBMS elemental Cost Estimate at Schematic Stage.

Schedule 3 – Design Development (DD)

4.1 Introduction

Design Development (DD) and Production Information takes the form of fully coordinated design of all components of the Project and complete cost checking of the designs for compliance with the Approved Budget.

The () Consultant shall prepare all requisite documents necessary for the Multi-discipline Services Consultant to obtain all approvals and permits from all Governmental Authorities having jurisdiction over the Project.

The () Consultant shall release drawings and specifications in stages to the Project Manager and the Design Team in order to review the documents and to facilitate the coordination with the ongoing design and to be in the same format as the available information. The frequency of deliverables shall be as agreed with the Project Manager.

4.2 Architectural Design – by Others

Developed detailed layouts, site plans, floor plans, sections and elevations of all architectural aspects of the Project. Large scale interior and exterior details and schedules already developed need to be updated with due assistance and coordination of the () and () Consultant. This includes reflected ceiling plans, partition details, schedules for finishes, doors, ironmongery, room data sheets, etc.

4.3 Engineering Design – by Others

Developed designs for structural works, HVAC, Fire protection, Electrical, Plumbing and all other services after coordination with other disciplines such as architecture & interiors.

4.4 Interior Design – by Others

Developed design internal elevations, ceilings and floors interiors

4.5 Smart building Design

() Consultant shall develop the design in conjunction with the design team and confirm adherence to financial feasibility model.

4.6 The Deliverables – Design Data

As mentioned earlier, a formal submission is required by the () Consultant of a detailed report for review and approval indicating the narrative of each system and the integration between the systems. This shall include design information not limited to the following:

Floor plans indicating the distribution of the systems.
Schematic diagrams indicating the networks.
Outline Specifications for each system.
ISBMS elemental Cost Estimate at Design Development Stage

4.7 The Outline Specifications – ISBMS

The () Consultant shall prepare and submit outline specifications for all ISBMS of the Project in the format of Construction Standards Institute (CSI) of North America or as agreed with the Project Manager.

4.8 The Cost Estimate – ISBMS

If requested by the Project Manager provide material rates or prices of special items proposed in the design from suppliers.

Prepare the Design Development cost estimate for ISBMS with sufficient detail and accuracy.

Cooperate with the Project Manager in order to facilitate the preparation of the Design Development Cost Plan with respect to ISBMS for the Client's review and approval.

Schedule 4 – Final Design

5.1 Introduction

Final Design (FD) and Production Information take the form of fully coordinated design drawings of all components of the Project, Finishes Schedules, Specifications and other documents as mentioned below and complete cost checking of the designs for compliance with the Approved budget.

The () Consultant shall release drawings and specifications in stages to the Project Manager and the Design Team in order to review the documents and to facilitate the coordination with the ongoing design and to be in the same format as the available information. The frequency of deliverables shall be as agreed with the Project Manager.

With respect to ISBMS scope the () Consultant shall release drawings, specifications and Bills of Quantities in stages to the Project Manager in order to review the documents. The frequency of deliverables shall be as agreed with the Project Manager.

Confirm adherence to financial feasibility model.

5.2 Architectural Design – by Others

The final submission includes detailed layouts, site plans, floor plans, sections and elevations of all architectural aspects of the Project. Large scale interior and exterior details and schedules have not been started yet, as it needs to be inline with due assistance and coordination of the Interior Design Consultant. This includes reflected ceiling plans, partition details, schedules for finishes, doors,

ironmongery, room data sheets, etc.

5.3 Engineering Design – by Others

Fully completed designs need to be submitted for structural works and all services after coordination with other disciplines such as architecture, interiors & MEP.

5.4 Interior Design – by Others

Finalised design internal elevations, ceilings and floors interiors

5.5 The Deliverables – Design Data

As mentioned earlier, a formal submission is required by the () Consultant of a detailed report indicating the narrative of each system and the integration between the systems for review and approval. This shall include design information not limited to the following for review and approval:

Floor plans indicating the distribution of the systems.
Schematic diagrams indicating the networks.
Further submissions as detailed below

5.6 The Final Specifications

The () Consultant shall prepare and submit detailed specifications for all ISBMS design components of the Project in the format of Construction Standards Institute (CSI) of North America or as agreed with the Project Manager. These shall include quality control requirements, product detail technical specification and execution and workmanship requirements.

All specifications of materials, equipment etc. shall be with proven performance and shall ensure high performance and the capability of withstanding repetitive abuse by users. Project Specifications shall also include performance specifications of custom manufactured assembled systems. Specifications of materials shall also be based on being 'maintenance friendly.'

5.7 The Final Bills of Quantities

The () Consultant shall prepare and submit in formats agreed with the Project Manager, Bills of Quantities or schedules addressing all of the ISBMS Design components, measured in conformance with () published by the ().

All items should be billed such that future amendment or variations can be valued without interpretation.

5.8 The Final Cost Estimate

The () Consultant shall carry out a review of the specifications and drawings prepared to confirm, or otherwise, conformance with the materials and products on which the Approved Budget is based and advise the Client of any non-conformance together with the estimated cost effect.

The () Consultant shall prepare and submit the elemental Final Cost Estimate for ISBMS of the Project.

Cooperate with the Project Manager in order to facilitate the preparation of the Final Design Cost Plan with respect to ISBMS for the Client's review / approval.

Schedule 5 – Tender Documents

Tender Documentation (TD) collates all documentation necessary for tendering, including specifications, schedules and bills of quantities. Subject to finalization of the Procurement Strategy the () Consultant is required to provide full sets of the relevant documentation for tendering.

Deliverables for shall include but not necessarily be restricted to:

Incorporate review comments from previous stage.
Issue Drawings
Issue Specifications
Issue Bills of Quantities
Consultant sign-off of all drawings, specifications, schedules, etc.
Submit Catalogues
Updated elemental cost estimates with sufficient detail and accuracy and submit for review and approval.
Cooperate with the Project Manager in order to facilitate the preparation of the Tender Document Cost Plan with respect to ISBMS for the Client's review / approval.

Format required in standard sizes of A0/A1 & A3 hard (prints) copies (12 sets), and 3 soft (electronic) copies

Schedule 6 – ()

7.1 Introduction

() invites Tenderers to submit bids to carry out the different phases of the Project as determined by the procurement strategy. For all phases of Tender, the Project Manager will issue the Tender Documentation to Contractors, whilst all the Consultants assist in ways described in the following sections.

7.2 Prequalification of Contractors

The () Consultant shall assist the Project Manager and Client in selecting the preliminary list of Contractors to be invited to submit and expression of interest in tendering for the Project. Recommendations shall be based on the prequalification system developed by the Project Manager.

7.3 Tender Clarifications

The () Consultant shall review all Tenderers queries as they relate to the design and prepare appropriate responses for Project Manager's approval and issue to Tenderers.

7.4 Tender Addendums

The () Consultant shall prepare any addendum to the Tender Documents if and when required. The Addendum shall be issued to the Project Manager for issuance to all Tenderers for incorporation into their Tender.

7.5 Tender Evaluation

The () Consultant shall evaluate Tenderers technical offers and shall prepare a Tender Report with analyses and recommendations to the Project Manager.

7.6 Award of Construction Contract

The () Consultant shall:

Assist the Project Manager in the discussions and negotiations with the Tenderers and in Contract Award if requested;

If the Contract Value exceeds the Approved Budget for the project, the Client shall have the right to instruct the Consultant, through the Project Manager, to amend the Design without any additional fees, to ensure that the Final Contract Value does not exceed the Approved Budget

In conjunction with the Project Manager, prepare and complete Contract documentation.

Assist the Project Manager in the preparation of a revised statement of anticipated cost of the Project

Schedule 7 – Construction Supervision (Optional)

This scope of work is Optional subject to Client approval

Further to award of the Main Construction Contract, it is envisaged that a Supervision Consultant will monitor all aspects of construction activities with a full fledged contract administration team on site. The Technology Design Consultant will be required to perform the following duties, without any attendance on site:

Answer queries from and offer clarifications to the Supervision Consultant and Project Manager.

Review and approval of all relevant material submissions, shop drawings and schedules prepared by the Contractor.

Replies to Requests for Information (RFIs) and queries raised by the Contractor on the Interior Design.

Approvals of samples and materials including any alternates or substitutions proposed and submitted by the Contractor.

Provide follow-up of technical matters until handing over the project.

Design Approval Process

The Design Approval Process described below shall constitute a formal procedure which all the Consultants shall follow in obtaining a Review Status for his design completion and documentation of the Design Services Works.

The Consultants shall co-ordinate with the Project Manager on all matters related to the design, completion and documentation of works; he shall retain full responsibility for managing such design completion and for the maintenance of all documentation associated with the design completion process.

The Consultants shall submit for Review his design documentation as agreed with the Project Manager and listed in the agreed Schedule of Design.

The Consultant shall allow seven (7) days for the Project Manager's review of each design package submission or resubmission. The Consultant shall allow in his Design Services Programme at least one re-submission for each design package.

The Consultant shall submit separate design packages for each design phase. Each design package submitted for Review shall comprise a full set of drawings together with necessary calculations, certificates, Samples and other Design Data sufficient to enable the Project Manager to gain a full appreciation of the Consultant's design and proposed methods of construction and assess that the Consultant's design is in accordance with the client's requirements.

The Consultant shall ensure that all submissions are complete and comply with the client requirements in accordance with the schedule of design as agreed with the Project Manager.

Each design package shall include:

A0/A1 and A3 size hard copy drawings and soft copy.

- Other Design Data as required in hard & soft copy.

The Project Manager will confirm in writing the Review Status for each design package as follows:

That the design package is "Approved" and may proceed to the next development phase.

That the design package is "Approved in Principle" which means that the Consultant's proposals are generally satisfactory but that some aspects require correction, alteration or clarification. The Project Manager's comments should be incorporated and resubmitted within 7 days; or

That the design package is "Not Approved" which means that the Consultant's proposals fail to meet the requirements of the RFP. The Project Manager's comments should be incorporated and resubmitted within 14 days

10 Reports

The Consultant shall submit reports in support of its Services. These shall include, but not necessarily be limited to:

Report name	Description/purpose	Copies required
Monthly Reports	Progress A detailed report on status of design during design work stages.	3 hard (print) copies + 1 soft (electronic) copy
Concept Design Report	A detailed report at the conclusion of Concept Design.	As above.
Schematic Design Report	A detailed report at the conclusion of Schematic Design.	As above.
Design Development Report	A detailed report at the conclusion of design development.	As above.

Final Design Report A detailed report at the conclusion of final design. As above.

Special Reports As the need arises. As above.

Final Report A detailed Final report at As above. Project Close-out.

Stage 2: Operational Planning, Commissioning and Maintenance (Optional)

This scope of work is Optional subject to Client approval

The following constitutes the minimum scope of work required to be performed by the Technology Consultant:

Provide an operational budget with staff establishment in liaison with Client's own team.

Finalize management structure and staffing level.

Produce in itemized schedule of specialist equipment and operators consumables for the ISBMS.

Assist if necessary in the selection of candidates for the key personnel.

Induct the key personnel in the operating philosophy and policies of the ISBMS.

Finalize the maintenance procurement strategy and timetable.

Preparation and implementation of the Operation Manual with Procedures considering the above and as further described in Appendix A described elsewhere in this RFP.

APPENDIX A

Project Definition & Location Plan

Appendix A – Project Definition & Location Plan

The () Headquarters project presents a landmark development in the heart of downtown () city.

The Project is intended to accommodate the rapidly growing needs of () and its subsidiaries, in a world class building that is worthy of its emerging stature in the () and () markets.

The exterior expression of the project is of a contemporary, modern, 21st century development that combines the most appropriate technologies and materials available in the construction industry to create a signature development.

Project Brief:

Location ()

Project Commercial and office tower Type

Project Status The project in the design Development stage

The construction package 1 (Excavation and Enabling works) started, planned completion date on ().

The structural bid pack will be ready on () & the construction expected to start on ().

Project in Brief: Two Basement floors for Services, Storage areas & Car Parking.
Ground floor for VIP lobby, Car show room & Lounge.

Two Mezzanine floors as a Business centre.

Floor 31st as a small Gym with Swimming pool.

Floor 32nd as resting suites.

33 floors as offices.

Three Mechanical floors.

Plot Area 2083.50 m2

Total built up Area

The approximate Area Programme envisaged is as follows: The site location plan and a perspective view of the Project are appended for information.

APPENDIX B

Scope of Services Requirement

Appendix B – Scope of Service Requirements

1.0 Introduction:

The Client requires that () Headquarter tower is a market leader in () with the latest technology for integrated smart building management systems with the aim of providing substantial savings in the automation costs of the building operation and enhanced return on investment.

2.0 Stage 1 Design & Construction:

2.1 Smart Systems (ISBMS)

The primary role of the () Consultant is to provide and develop flexible designs to accommodate both digital and analogue end-user devices for the services covering the following systems:

- Structure cabling system -
- Local area network
- Building management system
- Access control & security system
- Public address system - Andres
- IP Telephony system
- IP TV system -
- Master clock system
- Digital signage system -
- Sound mask system
- Video conference system -
- Audio visual system
- Elevators and lighting controls

2.2 Design Parameters:

2.2.1 Flexibility: The design should consider the building to be modular and ability to grow with the needs of the Client with the addition of any new systems and technology. The design shall be sufficiently flexible to accommodate both digital and analogue end-user devices (e.g. non IP based devices like Telephony, Fax machines, Satellite receivers...etc).

2.2.2 Redundancy: Sufficient redundancy for main building active and passive core system components shall be allowed in the design to prevent any system failures including and not limited to provision of UPS and generator provision shall be considered.

2.2.3 Fibre Optic Links: Provision for () Headquarters to be centrally linked to all () Group companies through fibre optic links from The () “()” located in () City. The () of () will be contracted to provide the following services to ():

- 3 ISDN Services.
- DID scope (1000 DID).

(The Client shall furnish the details of () group companies).

2.3 Financial Feasibility Model: The () Consultant is required to provide a complete financial feasibility model at concept design stage for the revenue generated by the proposed ISBMS to support the technical solutions inherent in the design proposal. Once approved by the Client the Consultant will be required to ensure the design development and implementation of the systems complies with the financial feasibility model.

2.4 Coordination: The () Consultant shall coordinate efforts with others employed by the Client listed in Appendix E for the purposes of delivering the Project. The () Consultant

shall be responsible for participating in the coordination workshops of services as the need arises.

1 **Construction Supervision:** The () Consultant shall provide limited Construction Supervision Services as an Optional Service as described elsewhere in this RFP to ensure the contract document technical provisions are properly implemented by the Contractors.

2 **Stage 2 Operational Planning, Commissioning and Maintenance.**

The () Consultant shall provide Operation Planning Commissioning and Maintenance Services as an Optional Service as described elsewhere in this RFP to ensure the Client is able to operate the ISBMS effectively. This service runs until the completion of the soft opening.

In particular the () Consultant shall be required to prepare and implement an Operation and Procedures Manual which shall include as a minimum the following provisions:

Operational budget with staff establishment in liaison with Client's own team.

Management structure and staffing level.

Itemized schedule of equipment and operators consumables for running the ISBMS.

Key personnel in the operating philosophy and policies of the technology.

Finalize the specialist equipment schedule and set out a procurement strategy & time table.

Maintenance including preventive maintenance procedures and schedules for ISBMS following handover.

4.0 Documents to be supplied by the Client / Project Manager

4.1 The Project Manager shall supply the () Consultant copies of the Architectural drawings for the project as well as the following Electro-Mechanical drawings and specifications related to the existing Low Voltage systems to be enhanced and replaced by the designs of the () Consultant:

BMS

Data network

Public address

IP-TV & Telephony

Security Systems etc)

4.2 Necessary information provided by the Client in relation to () Companies to be connected through a central point at () In () City through fibre optic links.

4.3 The Client or the Project Manager does not warrant that any of the above information supplied shall be considered as the complete information necessary to undertake the design but it shall constitute the minimum requirements to be incorporated, modified and enhanced by the () Consultant within the Design of Integrated Smart Building Management Systems.

APPENDIX C

Fee Proposal Format

Appendix C – Fee Proposal Format

The Client requires an all inclusive lump sum fee. shown in ().

The fees in shall be inclusive of the Consultant's profit and all costs, expenses, burdens and overheads of every kind incurred by the () Consultant in respect of this Request for Proposal.

Such costs and expenses above to include the employment of the personnel for the performance of the Services and transportation for such personnel and all other incidental expenses deemed necessary and as indicated in Appendix F Remuneration and Payment

The fee offer shall be sub-divided into each stage as tabulated below.

The fee proposal shall also include a schedule of monthly and hourly rates to be used to assess any change of scope to the Services.

The Client reserves the right to select the scope and fee basis it deems to be the most suitable to its requirements.

Stage 1: Design & Construction

Work Stage / Task	Fee
Schedule 1:Concept Stage	
Schedule 2:Schematic Design	
Schedule 3:Design Dev.	
Schedule 4:Final Design	
Schedule 5 Tender Doc.	
Schedule 6:Tender Action	
Schedule 7:Construction Duties (optional)	
Total Fee	

Stage 1 - Work Stage / Task	Anticipated Volume of Drawings	Anticipated man hours
Schedule 1:Concept Stage		
Schedule 2:Schematic Design		

Schedule 3:Design Dev.		
Schedule 4:Final Design		
Schedule 5 Tender Doc.		
Schedule 6:Tender Action		
Schedule 7:Construction Duties		
Total		

Rates to be used for change in Scope of Services		
Designation	Hourly Rate	Monthly Rate
Project Manager / Co-ordinator		
Technology Specialist		
CAD Operator / Draftsman		
Cost Estimator / Quantity Surveyor		
Document Controller		

Stage 2: Operational Commissioning and Maintenance (Optional)

The fee proposal by the consultant shall be based on the provision of the services identified within this proposal.

The commercial proposal shall be submitted in a format of the consultant's choice but must address the issues identified a minimum.

A lump sum fee inclusive of expenses is to be shown, along with day rates for all personnel that will be involved and charged for.

All costs are to be shown in ()

The fees in shall be inclusive of the Consultant's profit and all costs, expenses, burdens and overheads of every kind incurred by the Consultant in respect of the employment of the personnel in the performance of the Services including transport for such personnel. This includes all costs associated with the attendance of the regular meetings to be held in ().

Stage 2 - Work Stage / Task Fee
Operational Commissioning and Maintenance (Optional)

APPENDIX D

Commencement & Completion

Appendix D – Commencement & Completion

A schedule of major milestones established for the Project has been overshoot due to the Client requirement of allowing construction to commence at the earliest. The Technology Design Consultant shall use the best endeavours to meet the programme time periods and milestone dates noted below and confirm the same in the offer.

Time Period Stage 1 Design & Construction

- Schedule 1 : Concept Stage – 3 weeks (including 1 week Client approval period)
- Schedule 2 : Schematic Stage – 3 weeks (including 1 week Client approval period)
- Schedule 3 : Design Development – 4 weeks (including 1 week Client approval period)
- Schedule 4 : Final Design Stage – 4 weeks (including 1 week Client approval period)
- Schedule 5 : Tender Documentation for Construction / Fit-out phase – 4 weeks
- Schedule 6 : Tender Action for facilities procurement phase – 4 weeks

Stage 2 Operational Commissioning and Maintenance

- Programme to be agreed by mutual consent.

Milestone Dates

- Appointment
- Completion of Schedule 1 : Concept Design
- Completion of Schedule 2 : Scheme Design
- Completion of Schedule 3 : Design Development
- Completion of Schedule 4 : Final Design
- Schedule 5 : Tender Documentation Completion :To be confirmed based on procurement strategy
- Schedule 6 : Tender Action Completion for Construction: To be confirmed based on procurement strategy
- Schedule 7 :Construction Duration Completion. To be confirmed based on procurement strategy
- Stage 2 Operational Commissioning and Maintenance handover following completion of soft opening.

APPENDIX E

Personnel, Equipment, Facilities and Services of Others

Appendix E – Personnel, Equipment, Facilities and Services of Others to be provided by the Client

Personnel to be provided by the Client

None

Equipment and Facilities to be provided by the Client

None

Services of Others to be provided by the Client

APPENDIX F

Remuneration and Payment

Appendix F – Remuneration and Payment

1 General

- 1.1 As consideration for the Consultant performing the Services, the Client shall pay to the Consultant remuneration calculated and payable in accordance with the paragraphs below.
- 1.2 The fees in shall be inclusive of the Consultant's profit and all costs, expenses, burdens and overheads of every kind incurred by the Consultant in respect of the employment of the personnel in the performance of the Services including transport for such personnel. This includes all costs associated with the attendance of the regular meetings to be held in ()
- 1.3 The remuneration of Consultant for any reasonable translation services, which may be required by the Client, is deemed included in the Consultant's in Fees prescribed below.
- 1.4 The costs of the Consultants insurances (including Professional Indemnity Insurance) are deemed to be included in the Consultants Fee prescribed below.

2 Fees for Scope of Work Stages

- 2.1 The Consultants fees for the performance of the whole of the services shall be the Lump Sum, payable in stages as follows:

Stage 1:

Advance – None

- 1 Schedule 1 100% of Concept stage fee upon approval of Concept Design
- 2 Schedule 2 100% of Scheme stage fee upon approval of Scheme Design
- 3 Schedule 3 100% of Design Development fee upon approval of DD
- 4 Schedule 4 100% of Final Design fee upon submission and approval of Final Design Documents
5. Schedule 5 40% of Tender Documentation fee upon submission of construction / fit-out tender documents
6. Schedule 5 60% of Tender Documentation fee upon submission of facilities procurement phase tender documents
7. Schedule 6 100% of Tender Action fee upon award of facilities procurement phase Contract
8. Schedule 7 100% of Construction Duties fee upon completion of all shop drawing & sample approvals

Stage 2: Operational Planning Commissioning and Maintenance

1. Following soft opening and final handover -100%

3 Reimbursable Expenses

- 3.1 The Consultant shall fully consider all expenses required for the scope of services mentioned in the lump sum offer. This includes all copying, documentation & courier charges, travel to (), and living & accommodation expenses in () as mentioned in the RFP. Any travel required by the Client beyond the extent mentioned in the RFP will be reimbursable by the Client.

3.2 Reimbursement by the Client of the expenses referred to in Paragraph 3.0 above shall be subject to expenditure of such expenses having received the prior written approval of the Client.

3.3 Reimbursement by the Client of the any of the expenses referred to in Paragraph 3.1 above shall be subject to Consultant providing the necessary original documentary substantiation to the satisfaction of the Client.

4 Visas and Permits

4.1 The Consultant shall be responsible for and bear the cost of obtaining the visas and other permits needed by the Consultants personnel to enter into and reside and work in () as required for the purposes of performing the Services. The Consultant shall be responsible for all other legal requirements relating to such personnel and their employment

APPENDIX G

FIDIC Model Services Draft Agreement

The standard () is proposed as the Consultancy agreement for the Technology Consultancy for integrated Smart Building Management Systems Design Services.

A copy of the Agreement is available at our offices for reference and can also be obtained from the () web site at [\(\)](#)

The Particular Conditions are included in the following Appendices.

APPENDIX H

Particular Conditions to the () Contract

APPENDIX H - Particular Conditions to the () Contract

1.0 – References from Clauses in the General Conditions

Clause 1 Definitions

Clause 17

Duration of Liability

Clause 18.1

Limit of Compensation

Clause 22

Commencement and Completion

Clause 32

Currency of Payment

Clause 37

Changes in Legislation

Clause 41 Notices

1 (i) "Project" means; () **Headquarters** as described in Appendix-A Project Definition & Location plan.

1 (iv) "Client" means; ()

Duration of liability is from commencement to completion in accordance with the clause () and subject to extension in accordance with the Agreement.

Limit of Liability Compensation shall be as per () law.

Commencement is determined from the Date of the Agreement. Completion is determined by the handing over of the packages related to the Technology Consultant Services.

Currency of Payment – ().

Not Applicable as Clause () is deleted

Address details are as follows Client:

()

Consultant address details to be determined

2.0 – Amended Clauses

Clause.1 Definitions

Clause 9 Assistance

Clause 15

Changes in Personnel

Clause 19 Insurance for Liability And

Indemnity

Clause 25 Delays

Add new sub - clause (xii)

"Date of Completion" means the date of completing the scope of services as per this agreement and as referred to in Appendix D.

Sub clauses (i) (iii) (iv) and (v) are deleted.

Add paragraph after sub clause (vi) "the Consultant shall take full responsibility for the provision of documents necessary for entry, residence, work and exit, import export, custom clearance, of personal effects and of goods required for the service, their repatriation in emergencies, the provision of the authorities necessary to permit the import of foreign currency by the consultant for the services by his personnel for their personnel use and to permit the export of money earned in the performance of the services.

In the third line after "competence" the full stop is deleted and the following added. "that shall be subject to the approval of the Client for which approval shall not be unreasonably withheld."

Add new sub - clause (iii)

(iii) Notwithstanding the above, the party shall within 30 days provide a permanent

replacement and in the interim provide temporary cover for the position affected.

Add after sub-clause (v), "Without prejudice to its obligations under this Agreement or otherwise at law the Consultant shall maintain and provide evidence of an annual company policy for Professional Indemnity Insurance covering his liability with respect to the Service under this Agreement."

Title changed to "Delays or Earlier Completion" and that after sub clause (iii) the following is added "If the scope of the Projects is reduced by the Client so as to decrease the necessary amount or duration of the Services:

The Consultant shall inform the Client of the circumstances and probable effects

In the case of any decrease in the amount of the Services the decrease shall be regarded as a reduction in the Scope of Services

In the case of any decrease in the necessary duration of the Services the time for completion of the Services shall decrease accordingly."

Clause 30

Payment to the Consultant

Clause 31

Time for Payment

Clause 32

Currency of Payment

Clause 33

Third Party charges on the Consultant 33

Clause 34

Disputed Invoices

Clause 35

Independent Audit

Clause 36 Language(s)and Law

(ii) the words " Unless otherwise" are deleted and replace by "If" in sub-clause (ii)
(i) the word "promptly " is deleted and replaced by "within 30 days from the date of authorisation of the payment approved by the Project Manager." in sub clause (i)

Sub clause (ii) is deleted.

All following "Particular Conditions" in line 2 is deleted

Clause 33 is deleted

Clause 34 is deleted

Clause 35 is deleted

(a) Language(s) of Agreement: English

Ruling language: ()

Laws to which Agreement is subject: State of ()

(b) This Agreement has been prepared and agreed in the English language and all documents delivered hereunder or in connection therewith (including without limitation all correspondence, drawings, specifications, notices and other documents submitted to the Client or to the Consultant), shall also be in the English language. In the event of any translation of this Agreement or any part thereof or of any such documents as aforesaid into () or any other language, the same shall continue to be construed and interpreted according to the English language version which shall (to the extent allowed by law) therefore prevail in the event of any conflict. If, notwithstanding the foregoing, any competent court should hold that any such () or other translation shall prevail over the relevant English language version, that English language version shall be referred to in order to assist in the interpretation of the () or other translation.

Clause 37

Changes in Legislation

Clause 43

Amicable Dispute Resolution

Clause 44 Arbitration

(c) All the Consultant's personnel engaged in the performance of the Services shall be fluent in the English language (both written and oral).

Clause 37 is deleted

Delete the Sub-clause and replace with the following:

If the parties fail to reach agreement within 28 days of the Mediator being appointed, or such other period as the parties may agree, then the Mediator shall record those facts that the parties had agreed. All other matters in dispute shall be referred to the () Courts.

Clause 44 is deleted

3.0 – Additional Clauses

Clause 45.1 Safety

Clause 45.2 Security

The Consultant shall take full responsibility for the safety of all of its personnel whether within or outside the Project site and shall hold the Client fully and effectively indemnified (including without limitation its personnel, subcontractors and representatives) from any claim, losses, expenses, costs, actions, demands arising from or related to injury or death of the Design Consultant's personnel except to the extent caused by or resulting from the negligent acts or omissions of the Client or its personnel, subcontractors representative and / or agents.

(a) All the Consultant's personnel shall, when performing Services on the project site and any other area designated by the Client comply strictly with the rules, regulations and procedures of the Client regarding security as issued and amended by the Client from time to time.

(b) The Client reserves the right to search the Consultant's personnel, vehicles or property leaving or entering the project site and any other area designated by the Client.

Clause 45.3

Safety of Equipment and Facilities

The Consultant shall be responsible for and bear the risk of the suitability and safety of the equipment and facilities used by his personnel in connection with Services and no equipment and/or facilities shall be used which is/are or may be unsuitable, unsafe or liable to cause damage

Clause 45.4

Security of Property and Facilities

Clause 45.5

Medical

Clause 46

Information Documents and Confidentiality

Clause 46.1

Information and Documents

The Consultants shall be responsible for the security of his own equipment and any other property belonging to him or its personnel while on or outside the project site and any other area designated for the use of the Consultant by the Client

Each of the Consultants personnel appointed or employed to perform the Services shall be medically fit and free from diseases and if required by the Client the Consultant shall provide the Client with certification thereof prior to such personnel's appointment or employment to perform Services. At any time the Client may require the Consultants personnel to be medically examined.

(a) The Consultants shall all the times keep the Client fully informed as to his progress in the performance of the Services and shall promptly make available and deliver to the Client all such information, data, drawings and documents in relation thereto as the Client may from time to time reasonably request.

(b) The copy right in all data, design, drawings, models, sketches, specifications, design detail photographs, brochures, report, notes of meeting, C.A.D materials, labour record, programmes, information stored in electronic format and any other materials and documents developed or prepared by the Consultant in performance of the Services (whether in existence or to be made) and all amendments or additions thereto and any works designs or inventions of the Consultant incorporated or referred to their shall forthwith be vested in the Client and the Consultant shall not use them for any purpose other than for the performance of the Services.

(c) Except for standard specifications details and designs previously used on other projects by the Design Consultant the copyright in relation to all information, data, drawings and documents developed or prepared by the Design Consultant in the Design Consultant in performance of the Services shall forthwith be vest in the Employer and the Design Consultant shall not use them for any purpose other than for the performance of the Services.

(d) All information, data, drawings and documents of the Client of which the Consultant may become possessed or aware shall remain the Client's absolute property and the Consultant shall only be entitled to use the same for the performance of the Services

Clause 46.2 Confidentiality

Clause 46.3 Protected Rights

(e) All information, data, drawings and documentation developed or prepared by the Consultant in performance of the Services shall be provided to the Client in 3 No hard copies and 1 No editable soft copy. The Consultant shall provide the “soft” copy form of such drawings and documents with a detailed description of the drawing and/or document software version used and the applicable layering standard together with any other applicable protocols and information, reproduction and a document archiving management system.

(a) The Consultant shall not and shall ensure that his personnel, subcontractors, representatives and agents shall not, without having first obtained on each occasion, the express prior written approval of the Client:

(i) Issue, disseminate, publish cause to publish or divulge to any Third Party alone or in conjunction with any other person, any information, article, press release, drawing, photograph, illustration or any other publicity relating to this Agreement or the project generally or use such information for any purpose other than performing the Services, and/or.

(ii) Take or permit to be taken any photograph of the Project, the Project site or any other part thereof other than photographs required by the Consultant for record purposes.

(b) The obligations of the Consultant under this Clause 46.2 shall continue indefinitely notwithstanding the expiration or termination of this Agreement.

(a) The Consultant shall fully and effectively indemnify the Client (including without limitation his personnel, subcontractors, representatives and agents) against all claims, losses, fees, expenses, liabilities, costs, actions, demands or damage which may be made against him or which it may incur as a result of or in connection with any infringement or alleged infringement or any exercise or alleged exercise of the rights protected by any patent registered design, copyright, trade mark. Trade name or other industrial or intellectual property right protected by law and arising by reason of the performance of the Services and the use by the Client in relation to the Project of any information, data, drawings and documents developed or prepared by the Consultant in the performance of the Services.

(b) The obligations of the Consultant under this Clause 46.3 shall continue indefinitely notwithstanding the expiration or termination of this Agreement.

Clause 47

General Provisions

Clause 47.1

Compliance by Consultant

Clause 47.2 Independent Consultant

Clause 47.3

Assignment and Sub-letting

Clause 47.4

Transfer of Rights

Clause 47.5

Third Party Payments

The Consultant is deemed to understand the nature and extent of this Agreement and the Services to be provided and to have obtained all information on matters affecting his performance of the Services. Failure to obtain information on the foregoing shall not relieve the Consultant from any risks or liabilities or from responsibility of providing the Services and complying with this Agreement to the Client's complete satisfaction.

The Consultant acknowledges and agrees in respect of his undertakings and obligations under this Agreement that he is an independent Consultant and that neither he nor any of his personnel, subcontractors, representative or agents, engaged in the performance of the Services or in complying with this Agreement are employees or agents of the Client. The Consultant acknowledges and agrees that he is and shall remain completely independent of any person, firm, supplier, company or organisation which, by the nature of his activities, would be in a position to carry out work on or to provide services, goods or materials for any project relating to or resulting from the Services.

The Consultant shall not assign the obligations under or any benefit or interest in this Agreement nor shall he subcontract any part of the Services without the prior written consent of the Client and such consent if given shall not relieve the Consultant from any liability or obligation and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents and personnel as fully as if they were the acts, defaults and neglects of the Consultant.

The Client shall be fully entitled to assign, transfer and/or charge all of his rights and/or obligations under this Agreement at any time to any person or persons without the consent of the Consultant.

(a) No commissions, fee, payment, unlawful payment, gift or other benefit of or a like or similar kind has been or will in the future be made by the Consultant to any Third Party (which expression shall without limitation include a Consultant, servant, agent employee) in connection with or howsoever arising out of this Agreement.

(b) The provisions of paragraph (a) of this Clause constitute a fundamental condition of this Agreement and any breach whatsoever thereof shall (notwithstanding the provisions of Clause 27.1 by the terms of which in this instance the Employer shall not be bound) entitle the Client at will and entirely in his

Clause 47.6 Waiver

Clause 48 Miscellaneous

Clause 48.1

Conflict of Interest

Clause 49 Cost Estimate

discretion (and subject to no appeal), to terminate this Agreement forthwith.

(c) No() sponsor or agent in accordance with a property registered and recorded agreement, or to thing herein shall prevent the Consultant from making bona fide payments to his his personnel, subcontractor's representatives or agents.

No failure to exercise and no delay by either Party under this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise by either Party of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(a) Unless otherwise agreed in writing by the Client the Consultant and his personnel shall have no interest in nor receive remuneration or other benefit in connection with the Project except as provided for in this Agreement.

(b) The Consultant (including without limitation it's personnel, subcontractor's representative and agents) shall not engage, either directly or indirectly, in any activity which might conflict with the interests of the employer under this Agreement.

Nothing herein contained shall be construed as creating as between the Client and the Consultant, the relationship of principal and agent.

It is the consultant's full responsibility to make sure at all times during the design and tender stages that the construction cost estimate including contingencies does not exceed the Client's approved budget.

(a) If at any time during the design stage, the cost estimate is found to exceed the approved budget the Consultant shall without any additional fees amend the design, to ensure that the construction cost estimate does not exceed the approved budget.

(b) If during the tender action stage the proposed contract value is found to exceed the approved budget by more than 10%, the Consultant shall without any additional fees amend the design to ensure that the final contract value does not exceed the approved budget.