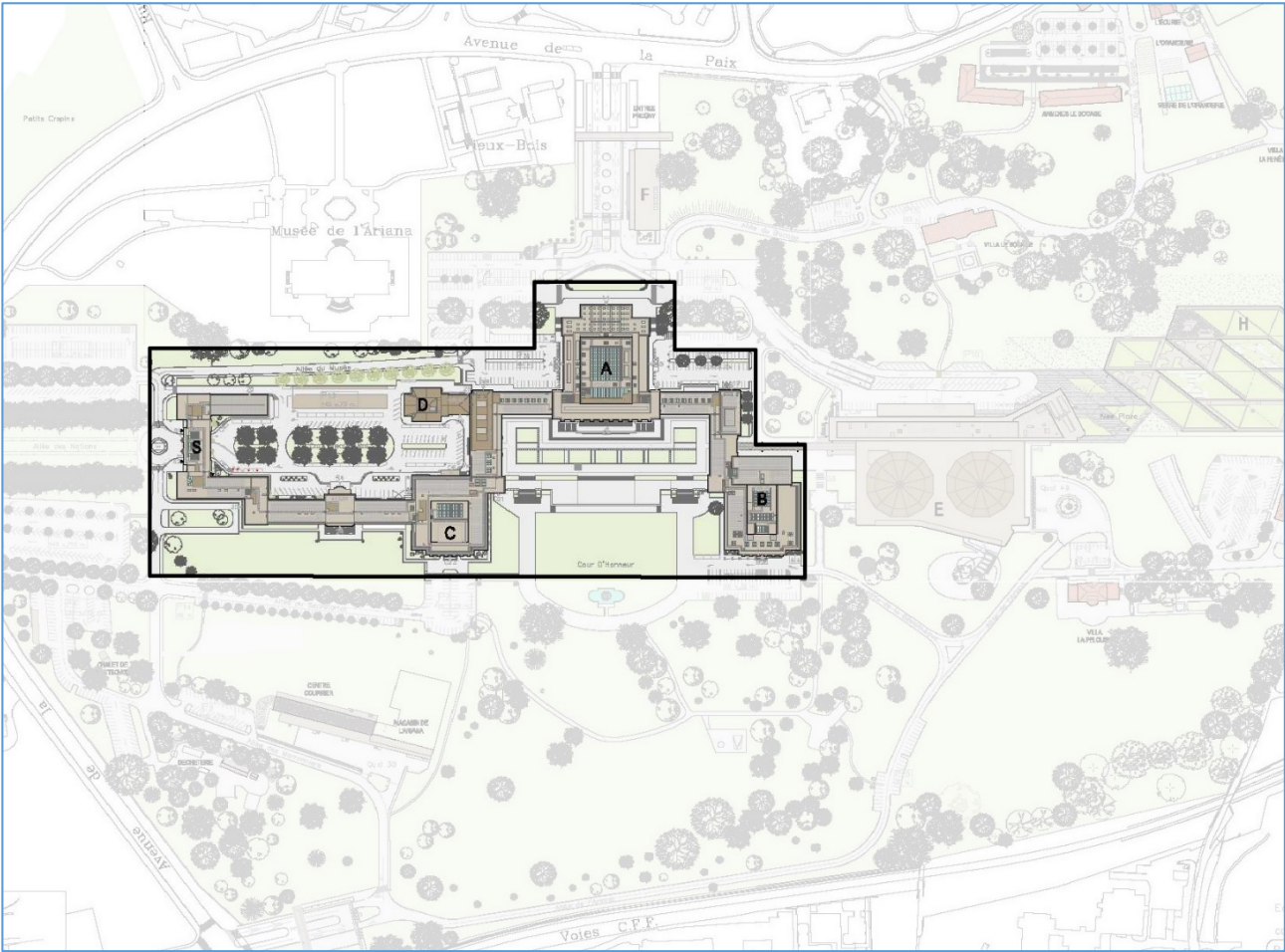
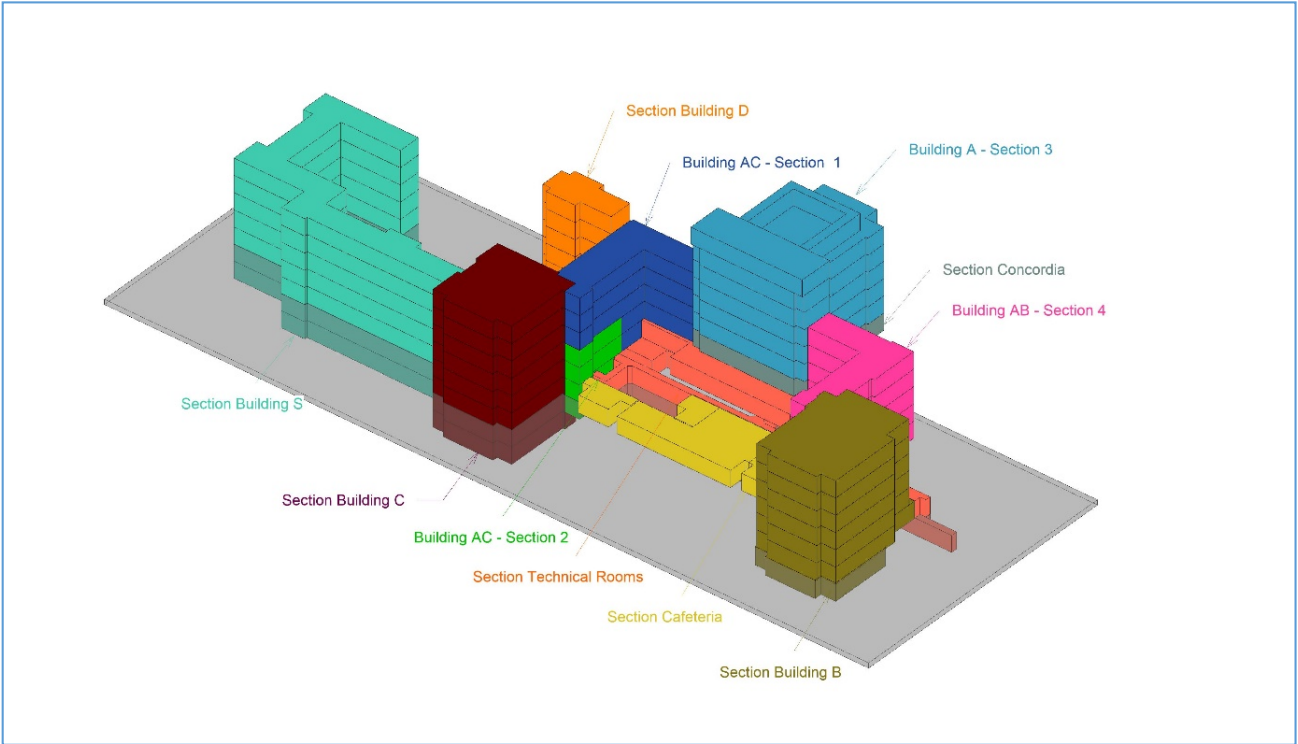


## **Attachment 1—Overview of Programme of Works**

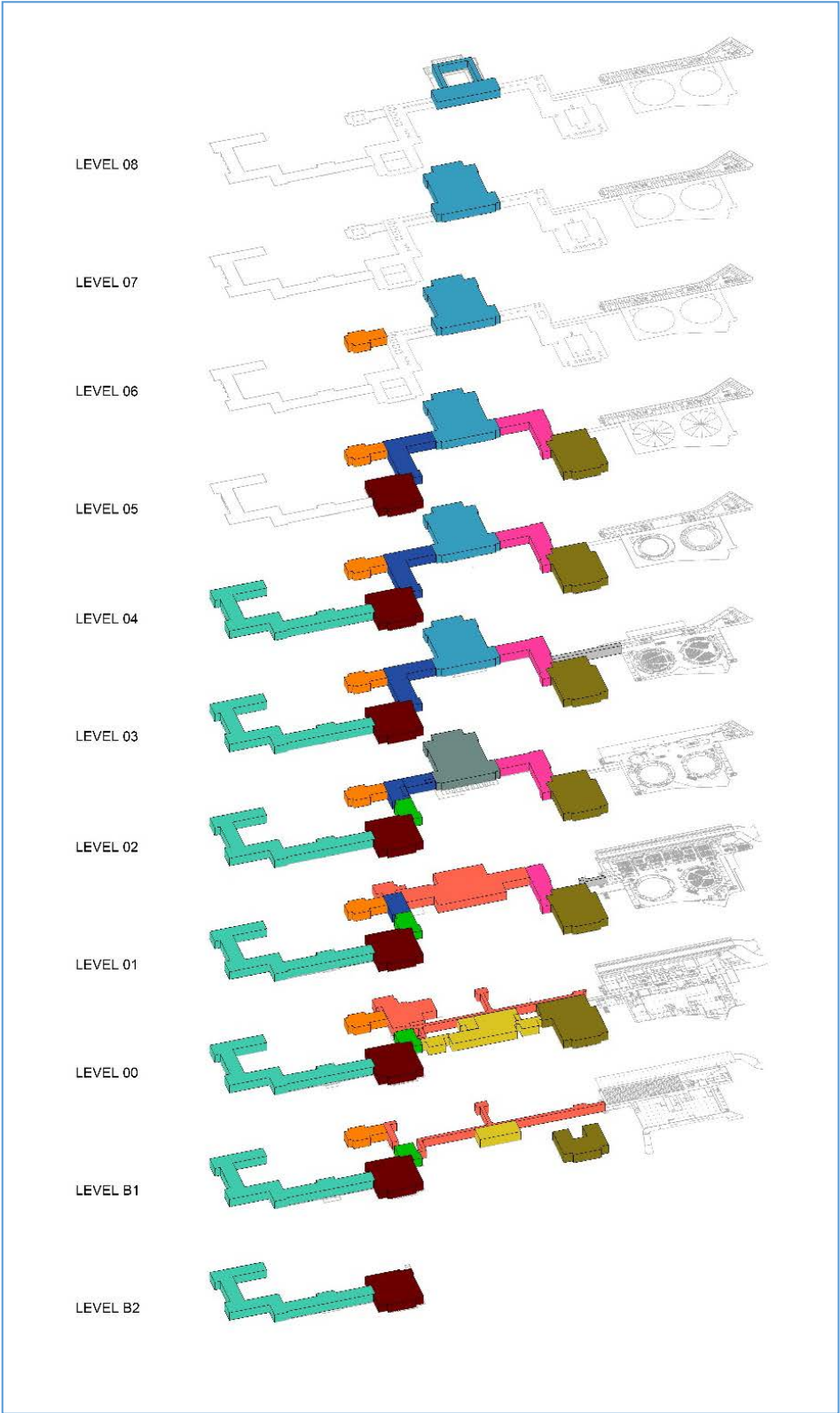
### **Renovation of the Historical Buildings (Buildings A, B, C, D and S) at the Palais des Nations in Geneva, Switzerland**



**Figure 1:**  
**Palais des Nations — overall view with enhanced view**  
**of the buildings covered by this RFPQS**



**Figure 2:**  
**3D representation of the different Sections of Work of Historical Building Renovation**  
**(compact view — height proportion not respected)**



**Figure 3:**  
**3D representation of the different Sections of Work of Historical Building Renovation**  
**(view by level)**

Section	Localisation	Evaluated duration (months)	Particular constraints
Section 1	Building AC	8	Must overlap as little as possible with Section 3
Section 2	Building AC	7	Must overlap with Section Technical rooms
Section 3	Building A	12	Must overlap as much as possible with Section Technical rooms
Section 4	Building AB	12	Must overlap as little as possible with Section 3
Section Concordia	Building A	7	Must overlap with Section Technical rooms
Section C	Building C	13	Cannot begin before the New Building is available
Section D	Building D	13	Cannot begin before the New Building is available
Section S	Building S	18	Cannot begin before the New Building is available
Section B	Building B	12	Cannot begin before Section S is handed over
Section Technical Rooms	Building A	7	Must begin as soon as possible
Section Cafeteria	Building A	8	Must close activity only 3 months in summer

Table 1:

### Evaluated duration of works and particular constraints for Sections of Work

#### Project Timeline

Activities / Year	2018	2019	2020	2021	2022	2023
Contract 1 - New Building H						
Contract 2 - Renovation of the Historical Building						
Request For Proposal						
Evaluation of proposals						
Contract signature						
Contractor's mobilization						
Renovation works of blds. A/B/C/D/S						
Final Hand Over						
Contract 3 - Renovation of 1970s E bldg.						




UN Construction Contracts:	Firm activity:
 Contract 2 - purpose of this EOI	 This Contract
 Contract 1 and Contract 3	

Table 2:

### SHP Global Project Timeline

## **Attachment 2—Levels of Intervention**

### **Renovation of the Historical Buildings (Buildings A, B, C, D and S) at the Palais des Nations in Geneva, Switzerland**

FACILITATING WORKS AND BUILDING WORKS		
0	Facilitating Works	
0.1	Toxic/hazardous/contaminated material removal	Mainly asbestos removal in main plantroom
0.2	Major Demolition Works	Not currently anticipated
0.3	Specialist Groundworks	Not currently anticipated
0.4	Temporary Diversion Works	Not currently anticipated
0.5	Extraordinary Site Investigation Works	Not currently anticipated
1	Substructure	
1.1	Substructure	Cafeteria extension New room XII partition
2	Superstructure	
2.1	Frame	Cafeteria extension New room XII partition Press room
2.2	Upper Floors	Cafeteria extension New room XII partition
2.3	Roof	Cafeteria extension
2.4	Stairs and Ramps	Limited
2.5	External Walls	Cafeteria extension
2.6	Windows and External Doors	Cafeteria extension Change and renovation across the buildings
2.7	Internal Walls and Partitions	Across the buildings
2.8	Internal Doors	Across the buildings Main concern with heritage aspect
3	Internal Finishes	
3.1	Wall Finishes	Across the buildings
3.2	Floor Finishes	Across the buildings
3.3	Ceiling Finishes	Across the buildings
4	Fittings, Furnishings and Equipment	
4.1	Fittings, Furnishings and Equipment (Fixed)	Across the buildings
4.1	Fittings, Furnishings and Equipment (Loose - New and Heritage)	New furniture in new support nodes of office areas Heritage furniture across the buildings
4.1	Fittings, Furnishings and Equipment (Loose - Used Office Furniture)	Used furniture across the offices
4.1	Signage	Not currently anticipated
5	Services	
5.1	Sanitary Installations	Partial renovation of sanitary ware and fittings
5.2	Services Equipment	Not applicable
5.3	Disposal Installations	Local adaptation and upgrade
5.4	Water Installations	Global upgrade
5.5	Heat Source	New plant room
5.6	Space Heating and Air Conditioning	Local upgrade and general cleaning
5.7	Ventilation	Replacement of existing systems
5.8	Electrical Installations	New cabling Partial new lighting Partial rearrangement of existing lighting Lighting automation upgrade New panelboards Upgrade of existing panelboards Cleaning of all obsolete systems New UPS New emergency lighting installation
5.9	Fuel Installations	Not applicable
5.10	Lift and Conveyor Installations	Upgrade of some equipment Change of some equipment
5.11.1	Fire and Lightning Protection	Upgrade of existing system New in Cafeteria
5.11.2	Library fire extinction: water mist + oxyreduction + airtight	New protection system in Library and Archive
5.12.1	Communication, Security and Control Systems	New control center
5.12.2	Fire Detection and Alarm Installation	Extension and upgrade of existing system
5.12.3	Clock Installation	New infrastructure
5.12.4	Evacuation Installation	Upgrade public address system
5.12.5	Structural Cabling Installation	New and adaptation
5.12.6	Network Active Equipment	Installation only – supply by UNOG
5.12.7	Audio Installation (building)	Upgrade public address system
5.12.8	CCTV	Upgrade CCTV installation

UNOG   Strategic Heritage Plan		Renovation   Historical Buildings	RFPQS   BLN
5.12.9	Access Control	Upgrade access control installation	
5.12.10	Disabled Call Systems	New intercom system	
5.12.11	Building Management and automatic Controls Installation	Extension of existing system	
5.12.12	AV Conference Systems	New CMSI in most of the rooms	
		New display system	
		New robotic camera system	
		New broadcast installation for Press Conf. Room	
		Move of existing TV studio	
5.12.13	PC Conference	Installation only – supply by UNOG	
5.12.14	Acoustics Assembly Hall	Study and improvement	
5.12.17	Digital Signage	Extension of existing system	
5.12.18	Mobile Phone Network	Not currently anticipated	
5.12.19	Server and Storage	Not currently anticipated	
5.13	Specialist Installations	Dismantling and adaptation of pneumatic systems	
5.14	BWIC Connection with Services	Across the buildings	
5.15	Testing and Commissioning	All systems	
6	Prefabricated Buildings and Building Units		
6.1	Prefabricated Buildings and Building Units	Not currently anticipated	
7	Work to Existing Buildings		
7.1	Minor Demolition Works and Alteration Works	Across the buildings	
7.2	Repairs to Existing Services	Not currently anticipated	
7.3	DPC's/Fungus and Beetle Eradication	Not currently anticipated	
7.4	Façade Retention	Not currently anticipated	
7.5	Cleaning Existing Surfaces	Not currently anticipated	
7.6	Renovation Works	Across buildings	
8	External Works		
8.1	Site Preparation Works	Not currently anticipated	
8.2	Roads, Paths, Paving and Surfacing	Cafeteria landscaping	
8.3	Soft Landscaping, Planting and Irrigation Systems	Cours d'honneur landscaping	
8.4	Fencing, Railings and Walls	Not applicable	
8.5	External Fixtures	Minor external works for cafeteria	
8.6	External Drainage	Not currently anticipated	
8.7	External Services	Not currently anticipated	
8.8	Minor Building Works and Ancillary Buildings	Not currently anticipated	
PRELIMINARIES AND INDIRECT WORKS			
9	Main Contractor's Preliminaries (B)		
9.1.1	Main Contractor Preliminaries	Across buildings	
9.1.2	Site Installations	Across buildings	
9.1.3	Temporary installations for UNOG business	Across buildings	
9.1.4	Business Continuity provisional works	Across buildings	
9.1.5	Moving	Across buildings	
9.1.6	Heritage / Art protection and restauration	Across buildings	
9.1.7	Heritage / Moving	Across buildings	
9.1.8	Additional Security measures	Across buildings	
9.1.9	Construction All Risk Insurance	Across buildings	
9.1.10	Cleaning post-Handover from Contractor	Across buildings	
9.1.11	Additional surveys if needed (MEP + Architectural)	Across buildings	
	Defects Liability and Warranty Works; necessary remedy concerning any equipment and material defects as required after each Section of Work is handed over to the Employer.	All project	
9.1.12			
9.2.1	Commissioning Agent	All systems	
9.2.2	BIM Management	Full service	
9.3	General contractor management	Full service	
9.4	Additional banksmen to manage deliveries etc. between site area and Building	Across buildings	

**Table 3:**

**Construction services currently anticipated (not limited to)  
— listed under New Rules of Measurement 1 table – NRM1**



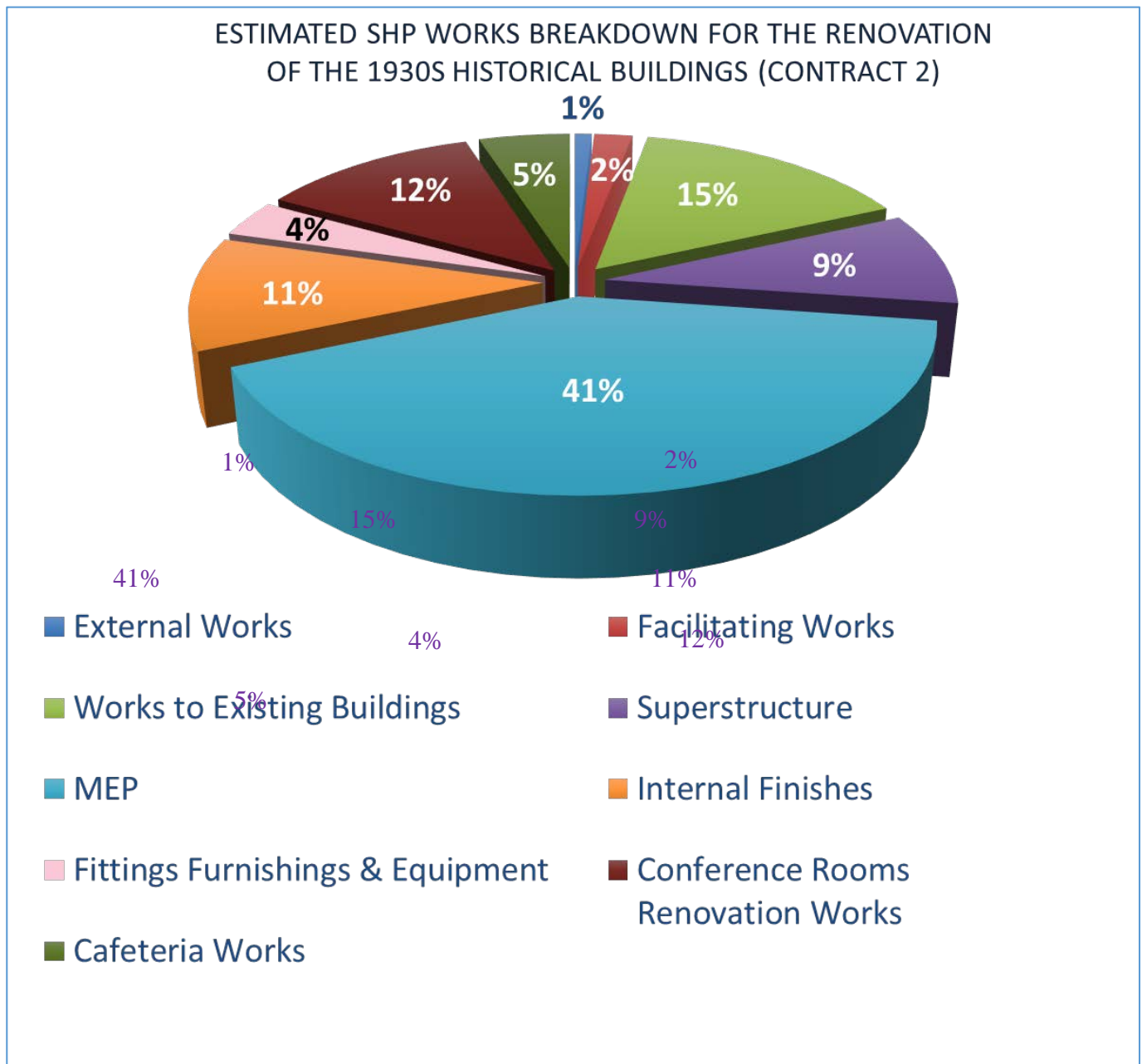


Chart 1:

Approximate Overall Works Breakdown by Principle Element / Function

	UN	UN Design Contractor	Contractor
Technical Design (RIBA)		X	Design Portions
Construction Support / Additional Design Information		X	
Shop Drawings and Method Statements			X
Supply of IT active equipment	X		
Construction			X
Hand Over			X
Maintenance	X		Limited to a few Technical Installations

**Table 4:**  
**Design Development and Overall Responsibilities Repartition**

## **Attachment 3—Terms and Conditions Applicable to the Swiss Construction Industry (OCIRT)**

**Renovation of the Historical Buildings (Buildings A, B, C, D and S)  
at the Palais des Nations in Geneva, Switzerland**



REPUBLIC AND CANTON OF GENEVA

Department of Security and Economy

**Cantonal Office for Work Inspection and Labour Relations (OCIRT)**

# **Guide for International Organizations**

## **Terms and conditions applicable to the construction industry**

**Effective 1 June 2016**

**Updated on 29.07.2016**

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## **I. OBJECTIVE OF THE GUIDE**

International Organizations (IO) may choose to renovate by enlarging or transforming their existing premises, or by constructing new buildings.

They may utilize Swiss firms as well as firms based in other countries provided that those firms meet certain terms and conditions.

The chosen firm must comply with the current Swiss legal framework, notably in the areas of labour law, employee health and safety, and the law on foreign nationals.

The status granted to international organizations by the host agreements that were concluded with the Federal Council states that site inspections conducted by the competent authorities shall be jointly organized with the International Organization with its prior consent.

This guide aims to give a general overview of the regulations and of the various inspections employers may be subject to.

## **II. SWISS LABOUR LAW**

### **A. Legal provisions**

#### *The distinction between private law and public law*

The law is divided into two sources, comprised of:

- public law, which covers all norms and standards governing the relationships in which the state and public law entities or institutions are vested with public authority and act in the general interest, and
- private law, which can be defined *a contrario* as encompassing all standards which do not fall under public law and governs the relationships between persons, who are equal under the law.

It is important to understand the distinction between these two sources of law. Public law sets minimum peremptory norms that must be observed. However, it is important to note that under certain conditions, some private law norms may also be imperative (see sections about the extended collective agreement and the standard employment contract).

#### *Code of Obligations*

Private labour law is governed by various norms. One of these is the Code of Obligations (SR 220 – CO), in which the 10<sup>th</sup> heading (articles 319-362) defines the provisions applicable to the employment contract. However, there are other legal, regulatory, or contractual norms that govern the relationships between employer and worker.

Among these other private law provisions are the collective labour agreement (CLA) and the standard employment contract (SEC). In principle, they both contain provisions that are more favourable to workers than the minimum requirements of the Code of Obligations (CO) and the Federal Labour Act (LTr).

### Federal Labour Act

Public labour law is mainly governed by the Federal Labour Act for work industry, craft, and commerce (SR 822.111 – Labour Act (LTr)) and its thirteen implementing ordinances (OLT, SR 822.111- 822.117).

These norms include the provisions on the protection of workers' health and safety. Responsibility lies with the employer to comply with these legal provisions.

Among the provisions of the Federal Labour Act and its implementing ordinances, compliance with the following should be specifically observed:

- Prescriptions regarding working hours (e.g. length of breaks, daily leisure time, overtime);
- A temporary permit by the Cantonal Office for Work Inspection and Labour Relations (OCIRT) with advance notice to the joint commission and the construction inspection authority is required for temporary night work and occasional work on holidays and Sundays (e.g. for up to three months of night work and six Sundays, public holidays included, per company per calendar year). [Application form for temporary permits](#)  
For permanent or regularly recurring night or Sunday work, permits are delivered by the State Secretariat for Economic Affairs (SECO). [SECO application form for permanent permits](#)

The standards for workplace safety in the strict sense of the word are contained in several legal acts in addition to the Labour Act and its ordinances, specifically the Federal Accident Insurance Act (LAA - SR - 832.20) and the Federal Ordinance on the prevention of occupational accidents and diseases (Ordinance on the Prevention of Accidents, OPA - SR – 832.30) which aims to prevent occupational accidents.

At the cantonal level, the standards regulating building sites can be found in the Act on constructing buildings and other installations (LCI - L 5 05) and its implementing regulations on building sites (RChant - L 5 05.03).

## **B. Contractual provisions**

### The collective labour agreement: a general definition

A collective labour agreement (CLA) is an agreement between employers (or employer associations) and labour associations. It aims to regulate employment conditions as well as the relationship between the contracting parties.

A CLA usually contains provisions concerning the establishment, content, and termination of the employment relationship, provisions regarding the rights and obligations of the contracting parties, as well as provisions on the application and regulation of the CLA.

All of these provisions are part of the individual contract of employment. They automatically apply to the workers who are members of one of the contracting associations, provided that the employer is part of the CLA. It should be noted that most employers who take part in a CLA extend the terms of this agreement to workers who are not part of a labour association.

Among the provisions contained in CLAs, it is particularly important that the following be observed:

- Requirements related to working hours (e.g. setting a weekly maximum number of work hours);
- Setting salaries with details about potential supplemental benefits (such as the 13<sup>th</sup> month salary as well as indemnities such as travel or meal allowances, etc.);
- Holiday entitlements, which are often more generous than the provisions set out in the Code of Obligations;
- Continuity of income in the case of illness, maternity leave, or military service;
- Regulations related to termination of employment (e.g. termination notice).

### The role of joint commissions

Joint commissions ensure that collective labour agreements are enforced in a particular sector. They take all necessary steps to achieve that end, notably by:

- Ensuring that the CLA is enforced in their sector;
- Defending the general interest of their profession;
- Imposing sanctions which fall within their jurisdiction when it is determined that a CLA has been breached;
- Collecting professional association fees and managing joint funds;
- Promoting the sector as a career option to others and supporting skill development of workers.

### The extended collective labour agreement

By decree, the State Council can extend the scope of application of a CLA thus rendering the agreement applicable to all employers and workers of an economic sector or an occupation. In the case of an extension, membership to a worker association becomes unnecessary, as the CLA automatically applies. **As the application of the provisions of an extended collective labour agreement is automatic, these provisions become mandatory in the sector concerned.**

These agreements are listed on the website of The State Secretariat for Economic Affairs (SECO):

Extended CLA	<a href="#">SECO website</a>
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## **C. Other legal provisions: standard employment contracts**

Article 360a of the Code of Obligations states:

*“<sup>1</sup> Where the wages that are customary for a geographical area, occupation or industry are repeatedly and unfairly undercut within a particular occupation or economic sector and there is no collective employment contract laying down a minimum wage that may be declared universally binding, on application by the tripartite commission as defined in Article 360b, the competent authority may issue a fixed-term standard employment contract providing for a minimum wage varied by region and, where applicable, by locality in order to combat or prevent abusive practices.*

*<sup>2</sup> Such minimum wage must not conflict with the public interest or damage the legitimate interests of other economic sectors or sections of the population. It must have due regard to the minority interests of the affected economic sectors or occupations that stem from regional and business diversity.”*



In accordance with article 360a of the Code of Obligations, a standard employment contract (SEC) sets mandatory minimum wages, which cannot be departed from to the detriment of workers. It constitutes an instrument to regulate the labour market in cases of repeated and abusive wage dumping practices.

In accordance with the principle of proportionality, the mandatory nature of wage provisions is time-limited, as they are repealed when the sector concerned is no longer at risk of wage dumping.

Therefore, it is necessary to remain aware of standard employment contracts, which can be found on the website of the Cantonal Office for Work Inspection and Labour Relations (OCIRT):

Standard employment contracts	<a href="#">Current standard contracts</a>
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The State Secretariat for Economic Affairs (SECO) lists the standard contracts applicable in Switzerland:

Standard employment contracts setting mandatory minimum wages	<a href="#">SECO website</a>
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### III. **CONSTRUCTION LAW**

#### A. **Collective labour agreements in the construction sector**

The construction sector is specifically regulated by extended collective labour agreements both at the national and cantonal level. It should be noted that in addition to an extended national collective labour agreement, there can also be cantonal regulation. Therefore, cantonal regulation must always be considered even if the sector is nationally regulated.

In order to ensure that companies working on construction sites comply with the construction sector regulation, the contractual provisions of the sector must be respected in addition to the mandatory legal provisions (such as those contained in the Code of Obligations, the Labour Act and its Ordinances).

The national extended collective labour agreements, the federal decrees on the extension of the scope of application of CLAs, and the cantonal labour agreements can be accessed through the website of the Cantonal Office for Work Inspection and Labour Relations (OCIRT).

Collective labour agreements	<a href="#">Current legislation</a>
------------------------------	-------------------------------------

In the construction sector, particular attention should be paid to the collective labour agreements for structural building works, metalwork, second fix, and finishing trades. Structural building works and metalwork comprise the following (see the link on each CLA):

For the structural building works the sub-sectors are:

- [Builders, stonemasons, etc.](#)
- [Site managers](#)
- [White collar workers](#)
- [Prefabrication](#)

For metalworks:

- [Heating, ventilation, and air-conditioning](#)
- [Electricity](#)
- [Zinc and copper work \(flashings, coverings, etc.\) and sanitary installations](#)
- [Metalwork and structural metalwork](#)

For second fix and finishing works:

- [Finishing works](#)
- [Early retirement](#)

## **B. Standard contracts for structural building works**

Since January 2016, a standard employment contract with mandatory minimum wages has been in place throughout Geneva for the structural building works sector (concluded on 15 December 2015). The scope of application of this standard employment contract must be examined to determine which workers it applies to.

This standard employment contract will be repealed as soon the structural building works sector is regulated by an extended collective labour agreement.

Standard employment contract for the structural building works sector	SEC <a href="#">_____</a>
---	------------------------------

## **C. Links for more information**

Link to the guide by the State Secretariat for Economic Affairs (SECO) on the Federal Labour Act: [Labour act: summary of key work and rest period provisions](#)

Link to the website of the federal administration on personnel management: [legal provisions, facts and useful information for personnel management: recruitment, personnel development, partial unemployment, social insurance, labour law, and occupational safety](#)

Applicable law: protection of workers		
Legal basis	LTr	Federal Labour Act (SR 822 11)
	OLT1	Ordinance 1 regarding the Labour Act (SR 822.111)
	OLT2	Ordinance 2 regarding the Labour Act (SR 822.112)
	OLT3	Ordinance 3 regarding the Labour Act (SR 822.113)
	LAA	Federal Accident Insurance Act (SR 832 20)
	OPA	Ordinance on the Prevention of Accidents (SR 832 30)

## **IV. CORPORATE OFFENCES**

It should be noted that the Cantonal Office for Work Inspection and Labour Relations (OCIRT) documents companies that have committed infractions of Geneva's labour regulations and which are, therefore, not permitted to bid on government contracts for a certain period of time. This list, updated daily, is available here:

OCIRT blacklist (Art. 45 LIRT <sup>1</sup> , 9 PWA <sup>2</sup> , 13 LTN <sup>3</sup> )	<a href="#">OCIRT Blacklist (45 LIRT, 9 PWA, 13 LNT)</a>
---	--

<sup>1</sup> Cantonal Act on Labour Inspection and relations (LIRT)

<sup>2</sup> Federal Posting of Workers Act (PWA)

<sup>3</sup> Federal Act on illegal employment (LTN)

The State Secretariat for Economic Affairs (SECO) also keeps updated lists of offending companies, available here:

SECO blacklist (Art. 9, par. 2, b., PWA)	SECO blacklist – PWA
SECO blacklist (13 LTN)	SECO blacklist - LTN

The joint commission of second fix and finishing works publishes two lists: one list of the names of companies which are not up-to-date with the payment of professional contributions and/or the payment of their contribution to the early retirement fund, and another list of the companies which have been ordered to pay an enforceable contractual fine and have failed to do so.

CPSO blacklist – professional and retirement contributions	CPSO blacklist - contributions
CPSO blacklist – unpaid enforceable contractual fine	CPSO blacklist - fines

These lists, which are regularly updated, enable international organizations to be aware of the companies who are not in compliance with the employment conditions applicable in Geneva.

## **V. RULES AND REGULATIONS APPLICABLE TO FOREIGN NATIONALS (WORK PERMITS)**

In Switzerland, foreign nationals are subject to two different legal regimes: the Agreement on the Free Movement of Persons (AFMP) for the citizens of member states of the European Union (EU) or the European Free Trade Association (EFTA), and the Foreign Nationals Act (FNA) for the citizens of the rest of the world and for European citizens when planning to remain in Switzerland for more than 90 days.

To this day, the admission of Croatian nationals remains governed by the Foreign Nationals Act (FNA).

### **1. Legal basis:**

The AFMP, in force since 1 June 2002, as well as its protocol regarding the participation of the Republic of Bulgaria and Romania (SR 0.142.112.681 and SR 0.142.112.681.1), regulate the working and residential conditions of EU and EFTA nationals in Switzerland.

The Foreign Nationals Act (FNA, in force since 1 January 2008 – SR 142.20), with its ordinances and implementing articles (SR 142.201- 142.299), regulates the entry, residence, and gainful employment of non-EU/EFTA nationals in Switzerland.

### **2. There are **two categories of workers**:**

- Posted workers, and
- Workers employed by Swiss employers.

A posted worker is a worker who, for a limited period of time, carries out his or her work in Switzerland while being employed and paid by a company based in a foreign country.

**The conditions for hiring a posted worker depend on the country in which the company that has been chosen for the contract is based, and also on the worker's nationality. ([click here for a list of countries](#))**

Any foreign company contracted in Switzerland must **comply with the Swiss legal framework**. The construction sector applies the principle of joint and several liability of the main contractor in the case of subcontracting. In accordance with Article 5 of the Federal Posting of Workers Act (PWA – SR.832.20; [Link to PWA](#)), the contracting company is civilly liable if the sub-contractors do not comply with the net minimum wages and the conditions of employment referred to in article 2, paragraph 1 of PWA. Consequently, the Cantonal Office for Work Inspection and Labour Relations (OCIRT) recommends that International Organizations clearly stipulate the conditions under which sub-contracting is acceptable in their service agreements and explicitly draw the attention of the service providers involved to the principle of joint and several liability.

Workers from non-EU/EFTA countries may also be posted to Switzerland by European companies, provided they have been employed on a regular basis by a European company for over one year.

Companies located in non-EU/EFTA countries may also post workers to Switzerland, provided that they meet the conditions described hereafter.

3. Foreign companies may also choose to open **a subsidiary in Switzerland** and hire Swiss or foreign workers.

The nationality the worker hired by a Swiss company in Switzerland determines which law is applicable: the AFMP or the FNA. For specific cases, see the Cantonal Office of Population and Migration (OCPM) website ([link](#)) to clarify the applicable procedures.

## **REQUIREMENTS**

NOTE: Croatian companies fall under the scope the FNA.

### **a) Companies based in the EU/EFTA**

#### **Assignments up to 90 days:**

In this case, there is no permit required, but a notification procedure (see p. 8) must be completed, and the rules and conditions described in sections II and III must be thoroughly complied with (Code of Obligations, Federal Labour Act, current collective labour agreements and standard employment contracts).

Employee housing, food, and travel costs must be borne by the employer, and the Swiss minimum wages must be applied.

#### **Assignments over 90 days:**

Employees are allowed to work if they obtain a permit, which is issued only if certain requirements are met:

- Employee wages must meet the requirements in effect for the region and also for the sector;

- Employers must fund housing in Switzerland (and Switzerland only) for employees during the full duration of their posting;
- Employers must pay a per diem food allowance;
- Employers must compensate workers for their transportation and travel costs;
- The entry of the workers must serve the economic interests of Switzerland.

**b) Companies based outside the EU/EFTA (third country)**

Regardless of the duration of the assignment, employees of non-EU/EFTA companies are allowed to work if they obtain a permit, which is issued only if the following requirements are met:

- Employee wages must meet the requirements in effect for the region and also for the sector;
- Employers must fund housing in Switzerland (and Switzerland only) for employees during the full duration of their posting;
- Employers must pay a per diem food allowance;
- Employers must compensate workers for their transportation and travel costs;
- The entry of the workers must serve the economic interests of Switzerland;
- The workers must be highly skilled.

Approval by the competent federal authority, the State Secretariat for Migration (SEM), is required for non-EU/EFTA States.

Given the restrictions that apply to non-European personnel, admission may only be granted to highly skilled and specialized workers.

**c) Self-employed workers**

Self-employed EU/EFTA nationals who are set up in an EU/EFTA country may either go through the notification procedure (for short-term assignments up to 90 days) or apply for a permit (for assignments lasting longer than 90 days).

They must provide proof of their self-employed status by following the procedure described below.

For assignments over 90 days, they must also provide proof that their activity serves the economic interests of Switzerland.

Self-employed individuals set up in a non-EU/EFTA country, or who are not EU/EFTA nationals, are not allowed to work in Switzerland.

**PROCEDURE**

**a) Companies based in the EU/EFTA**

**EU/EFTA workers:**

- Assignments up to 90 days:

Employers must complete the notification procedure for their employees no later than 8 (eight) days prior to commencement of work, through the online notification procedure.

- Assignments over 90 days:

Employers who want to post workers must be granted a permit no later than one month prior to commencement of work. They must submit their application to the Cantonal Office of Population and Migration (OCPM), which will transfer it to the Cantonal Office for Work Inspection and Labour Relations (OCIRT). [Link](#)

## **b) Companies based outside the EU/EFTA**

Employers who want to post workers, regardless of the workers' nationalities, must submit an application no later than six to eight weeks prior to commencement of work to OCPM which will transfer it to OCIRT ([link](#)). Then the permit must be approved by the State Secretariat for Migration (SEM).

Given the restrictions that apply to non-European personnel, admission may only be granted to highly skilled and specialized workers.

## **c) Self-employed workers**

EU self-employed workers must provide form A1 or proof of their self-employed status ([link](#)).

For assignments up to 90 days, self-employed workers should use the notification procedure ([link to form](#)). For assignments over 90 days, they must be granted a permit by the OCIRT ([link to MOE](#)).

Applicable law: employment of foreign nationals		
<b>Legal basis</b>	<b>AFMP</b>	Agreement on the Free Movement of Persons (AFMP) SR 142.112)
	<b>OFMP</b>	Ordinance on the introduction of the free movement of persons ( (SR 142.203)
	<b>PWA</b>	Federal Posting of Workers Act (SR 823.20)
	<b>PWO</b>	Ordinance on the Posting of Workers (SR 823.201)
	<b>FNA</b>	Foreign Nationals Act (SR 142.20)
	<b>OASA</b>	Ordinance on admission, residence, and gainful employment (SR 142.201)

## **VI. CONTROLS**

Companies operating in the construction industry are regulated by the competent joint commissions to ensure compliance with the CLA.

OCIRT inspections should be expected at any time. The OCIRT ensures that the terms of employment conditions applicable in Geneva are respected. It also ensures the health and safety of workers and enforces the prohibition of illegal work.

SUVA and the construction site inspection authority also carry out inspections, notably regarding the enforcement of the Accident Insurance Act and of the cantonal legislation (RChant and LCI).

In accordance with the host agreement they benefit from, inspections at the sites of International Organizations require the prior authorization of the Organization. In order to foster optimal progress in their construction or renovation projects, the OCIRT encourages International Organizations to clarify, in advance, the terms of inspections with all involved parties.

## **VII. CONTACT INFORMATION**

### **OCPM – Service étrangers (employment of foreign nationals)**

Telephone: +41 22 546 47 95

Fax: +41 22 548 48 22

Email: [emploi.ocpm@etat.ge.ch](mailto:emploi.ocpm@etat.ge.ch)

Website: [www.ge.ch/population](http://www.ge.ch/population)

★★★★★

### **OCIRT – Service for the employment of foreign nationals (MOE)**

Telephone: +41 22 388 74 00

Fax: +41 22 546 96 35

Email: [smoe@etat.ge.ch](mailto:smoe@etat.ge.ch)

Website: [www.ge.ch/ocirt/moe](http://www.ge.ch/ocirt/moe)

## **VIII. LEGAL AND DOCUMENTARY REFERENCES**

### **1. Labour law:**

- Applications for temporary work permits
- Applications for permanent work permits with SECO
- SECO: collective labour agreements
- Standard employment contracts applicable in Geneva
- SECO: employment contracts

## **2. CLA:**

- Builders, stonemasons, etc.
- Site managers
- White collar workers
- Prefabrication
- Heating, ventilation, and air-conditioning
- Electricity
- Zinc and copper work (flashings, coverings, etc.) and sanitary installations
- Metalwork and structural metalwork
- Finishing works
- Early retirement

## **3. Legal basis:**

- **LTr:** Federal Labour Act for work in industry, craft and commerce (SR 822.111)
- **OLT1:** Ordinance 1 regarding the Labour Act (SR 822.111)
- **OLT2:** Ordinance 2 regarding the Labour Act (SR 822.112)
- **OLT3:** Ordinance 3 regarding the Labour Act (SR 822.113)
- **LAA:** Accident Insurance Act (SR 832.30)
- **OPA:** Ordinance on the Prevention of Accidents (SR 832.30)
- **PWA:** Federal Posting of Workers Act
- **AMFP:** Agreement on the Free Movement of Persons
- **OLCP:** Ordinance on the introduction of the Free Movement of Persons
- **PWO:** Ordinance on the Posting of Workers
- **FNA:** Foreign Nationals Act
- **OASA:** Ordinance on admission, residence, and gainful employment

## **4. Blacklists:**

- OCIRT Blacklist (45 LIRT, 9 PWA, 13 LTN)
- SECO Blacklist - PWA
- SECO Blacklist - LTN
- CPSO Blacklist-contributions
- CPSO Blacklist-fines

## **5. Form:**

- Notification procedure for short-term gainful employment





# **Memento à l'attention des organisations internationales**

## **Conditions et règles applicables dans le domaine de la construction**

**depuis le 1<sup>er</sup> juin 2016**

**Mis à jour le 29.07.2016**

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## I. OBJECTIF DU MEMENTO

Les organisations internationales (OI) peuvent avoir besoin de rénover leurs locaux, de les agrandir, de les transformer, voire de construire de nouveaux bâtiments.

Elles peuvent faire appel soit à des entreprises locales, soit à des entreprises établies dans d'autres pays que la Suisse à certaines conditions.

Quelle que soit l'entreprise choisie, celle-ci devra impérativement respecter les règles en vigueur en Suisse notamment en matière de droit du travail, de santé/sécurité et de droit des étrangers.

Le statut dont jouissent les organisations internationales en vertu des accords de siège conclus avec le Conseil fédéral implique, notamment, que lorsque des contrôles de chantier sont effectués par les instances compétentes, ils doivent être organisés d'entente avec l'organisation internationale concernée et avec son accord préalable

Le présent memento a pour objectif d'offrir un aperçu de ces règles ainsi que les différents contrôles auxquels les employeurs peuvent être soumis.

## II. DROIT DU TRAVAIL EN SUISSE

### A. Dispositions légales

#### Distinction entre droit public et droit privé

Le droit est subdivisé en deux sources de droit, soit :

- le droit public qui comprend l'ensemble des normes applicables aux relations dans lesquelles l'Etat ou les corporations ou établissements de droit public interviennent comme détenteurs de la puissance publique et visent l'intérêt général, et
- le droit privé qui peut être défini *a contrario* comme l'ensemble des normes n'étant pas de droit public et applicable entre les sujets de droit agissant sur un pied d'égalité.

La distinction est importante en ce que le droit public contient des normes minimales impératives auxquelles il ne peut être dérogé. Il est toutefois important de relever que les normes de droit privé peuvent, sous certaines conditions, également avoir un caractère impératif (voir chapitres *convention collective étendue* et *contrat-type de travail*)

#### Code des obligations

Le droit privé du travail est régi par différentes normes, dont le Code des obligations (RS 220 - CO) qui contient en son titre dixième (articles 319 à 362) les dispositions applicables au contrat de travail. Toutefois, cette loi n'est pas seule à régir les rapports de travail des employeurs et de leurs salariés. D'autres dispositions, qu'elles soient légales, réglementaires ou conventionnelles, entrent en ligne de compte.

Parmi ces autres dispositions de droit privé, nous trouvons : les conventions collectives de travail (CCT), et le contrat-type de travail (CTT). Les CCT et les CTT contiennent en principe des dispositions plus favorables aux travailleurs que le minimum prévu par le Code des obligations et la loi fédérale sur le travail (LTr).

#### Loi fédérale sur le travail

Le droit public du travail est contenu principalement dans la loi fédérale sur le travail dans l'industrie, l'artisanat et le commerce (RS 822.11- Loi sur le travail, LTr) et ses treize ordonnances d'application (OLT) (RS 822.111- 822.117).

Ces normes contiennent les dispositions concernant la protection de la santé et la sécurité des travailleurs.

La responsabilité du respect des dispositions contenues dans ces lois appartient à l'employeur.

Parmi les dispositions qui figurent dans la loi fédérale sur le travail et ses ordonnances d'application, il convient de veiller en particulier au respect des points suivants :

- les prescriptions relatives à la **durée du travail** (par ex. durée des pauses, durée du repos quotidien, travail supplémentaire) ;
- Un permis temporaire délivré par l'office cantonal de l'inspection et des relations du travail (OCIRT), sous préavis de la commission paritaire et de l'inspection des chantiers, est requis en cas de travail de **nuit, des jours fériés ou du dimanche temporaire** (par ex. pour une durée qui n'excède pas 3 mois pour le travail de nuit et six dimanches, jours fériés légaux inclus, par entreprise et par année civile). [Lien pour demandes de permis temporaire](#)

Dans les autres cas, il s'agira de **travail de nuit ou du dimanche régulier ou périodique** : le Secrétariat d'Etat à l'économie (SECO) est compétent pour délivrer le permis. [Lien pour demandes de permis permanent au SECO](#)

En ce qui concerne les questions de **sécurité au travail** au sens strict, les normes sont contenues dans plusieurs législations en sus de la loi sur le travail et ses ordonnances, à savoir notamment dans la loi fédérale sur l'assurance-accidents (LAA – RS 832.20) et l'ordonnance fédérale sur la prévention des accidents et des maladies professionnelles (Ordonnance sur la prévention des accidents, OPA – RS 832.30) dont l'objectif est la prévention des accidents professionnels.

Sur le plan cantonal, les normes applicables en relation avec les **chantiers** peuvent être trouvées dans la loi sur les constructions et les installations diverses (LCI – L 5 05) et son règlement sur les chantiers (RChant – L 5 05.03).

## **B. Dispositions conventionnelles**

### **Convention collective de travail : définition générale**

La convention collective de travail (CCT) est un accord intervenant entre des employeurs - ou des associations d'employeurs - et des associations de travailleurs. Le but de ces conventions est de régler les conditions de travail et les rapports liant les parties signataires de la convention.

Une CCT contient traditionnellement des dispositions sur la conclusion, le contenu et la fin des rapports de travail, des dispositions sur les droits et obligations des parties contractantes et des dispositions sur l'application et le contrôle de la CCT.

Toutes ces dispositions font partie intégrante du contrat individuel de travail. Elles s'appliquent automatiquement aux travailleurs qui sont membres d'une des associations contractantes pour autant que l'employeur participe à la CCT. A noter que les employeurs participant à une CCT appliquent en général également les dispositions de la CCT aux travailleurs ne faisant pas partie d'une association de travailleurs.

Parmi les dispositions qui figurent dans les CCT, il convient de veiller en particulier au respect des points suivants :

- les prescriptions relatives à la **durée du travail** (détermination de la durée maximale de travail par semaine) ;
- la fixation des **salaires** avec des précisions quant à d'éventuels suppléments comme le 13<sup>ème</sup> salaire et indemnités (indemnités de déplacement, de repas appelées souvent « panier », etc.) ;
- la **durée des vacances**, qui est souvent supérieure à celle prévue par le Code des obligations ;
- les modalités de versement du **salaire en cas de maladie, de maternité et de service militaire** ;
- la réglementation relative au **licenciement** (délai de congé).

### Rôle des commissions paritaires

Les commissions paritaires ont pour but de garantir l'application des conventions collectives de travail dans un secteur d'activité. Elles prennent toutes les mesures utiles à cet effet, notamment :

- elles vérifient l'application de la CCT dans leur secteur d'activité ;
- elles s'occupent de la défense des intérêts généraux de la profession ;
- elles prononcent les sanctions qui sont de leur compétence en cas de constat d'une ou de plusieurs infractions à la CCT ;
- elles encaissent les éventuelles contributions professionnelles et gèrent les fonds paritaires ;
- elles encouragent la relève et la formation professionnelle des travailleurs.

### Convention collective étendue

L'extension du champ d'application d'une convention collective intervient par arrêté du Conseil d'Etat et a pour effet de rendre une CCT applicable à tous les employeurs et à tous les travailleurs d'une branche économique ou d'une profession. Lorsqu'une convention collective est étendue, la question de l'adhésion à une organisation de travailleurs devient donc sans importance et la CCT s'applique d'office. **L'application des dispositions d'une convention collective étendue est donc automatique, ce qui, par conséquent, en fait des dispositions impératives dans le secteur concerné.**

Ces conventions sont listées sur le site internet du Secrétariat d'Etat à l'économie (SECO) à l'adresse :

CCT étendue	<a href="#">Site internet du SECO</a>
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## **C. Autres dispositions légales : les contrats-types de travail**

L'article 360a CO prévoit :

*« <sup>1</sup> Si, au sein d'une branche économique ou d'une profession, les salaires usuels dans la localité, la branche ou la profession font l'objet d'une sous-enchère abusive et répétée et qu'il n'existe pas de convention collective de travail contenant des dispositions relatives aux salaires minimaux pouvant être étendue, l'autorité compétente peut édicter, sur proposition de la commission tripartite visée à l'art. 360b, un contrat-type de travail d'une durée limitée prévoyant des salaires minimaux différenciés selon les régions et, le cas échéant, selon les localités, dans le but de combattre ou de prévenir les abus.*

*<sup>2</sup> Les salaires minimaux ne doivent pas être contraires à l'intérêt général et ne doivent pas léser les intérêts légitimes d'autres branches économiques ou d'autres milieux de la population. Ils doivent tenir équitablement compte des intérêts des minorités dans les branches économiques ou professions concernées, quand ces intérêts résultent de la diversité des conditions régionales et des entreprises. »*

Un contrat-type de travail (CTT) au sens de l'article 360a CO a la particularité de prescrire des salaires minimaux obligatoires auxquels il ne peut être dérogé en défaveur des travailleurs. Il s'agit d'un instrument de régulation du marché du travail établi en cas de constat d'une sous-enchère salariale abusive et répétée.

Conformément au principe de la proportionnalité, le caractère obligatoire des clauses salariales est de durée limitée, les clauses impératives étant abrogées lorsque le secteur concerné ne présente plus de risques de sous-enchère salariale.

Il convient ainsi également de rester attentif aux contrats-types de travail, publiés sur le site internet de l'OCIRT:

Contrats-types de travail	<a href="#">Contrats-types en vigueur</a>
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Le SECO répertorie les contrats-types applicables en Suisse :

Contrats-types de travail imposant des salaires minimaux obligatoires	<a href="#">Site internet du SECO</a>
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### **III. LE DROIT SPECIFIQUE DE LA CONSTRUCTION**

#### **A. Les conventions collectives du secteur de la construction**

Le domaine de la construction est spécifiquement régi par des conventions collectives étendues, tant nationales que cantonales. Il sied de préciser que l'existence d'une convention collective nationale étendue n'empêche pas une réglementation cantonale. Il conviendra donc toujours d'être attentif aux réglementations cantonales, même lorsqu'un secteur est régi par une convention nationale.

Afin de s'assurer du respect des règles applicables dans le domaine de la construction aux entreprises actives sur les chantiers, il convient de s'assurer - outre le respect des dispositions légales impératives (Code des Obligations, Loi sur le travail, Ordonnance de la loi sur le travail) - du respect des dispositions conventionnelles pour chaque secteur d'activité.

Le site internet de l'OCIRT donne accès aux conventions collectives nationales étendues, aux arrêtés d'extension du Conseil fédéral, ainsi qu'aux conventions collectives cantonales.

CCT	<a href="#">Textes en vigueur</a>
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Dans le domaine spécifique de la construction, il convient d'être attentif aux conventions collectives du gros-œuvre (Bâtiment/GO), de la métallurgie du bâtiment (Bâtiment/MB) et du second-œuvre (Bâtiment/SO). Le gros œuvre et la métallurgie du bâtiment regroupent les corps de métier selon la répartition suivante (lien hypertexte direct sur chaque CCT) :

Pour le gros-œuvre, les différentes activités sont :

- [Maçons, tailleurs de pierre, etc.](#)
- [Chefs de chantier](#)
- [Cadres de la construction](#)
- [Préfabrication](#)

Pour la métallurgie :

- [Chauffage, ventilation et climatisation](#)
- [Electricité](#)
- [Ferblanterie et installation sanitaire](#)
- [Serrurerie et constructions métalliques](#)

Pour le second-œuvre :

- [Second œuvre](#)
- [Retraite anticipée](#)

## **B. Le contrat-type du gros œuvre**

Depuis le 1<sup>er</sup> janvier 2016, un contrat-type de travail avec salaires minimaux impératifs pour le secteur du gros œuvre, conclu le 15 décembre 2015 (CTT-GO) est applicable à Genève. Il convient d'examiner le champ d'application du CTT pour déterminer les travailleurs qui y sont soumis. Ce contrat-type de travail sera abrogé lors le secteur du gros œuvre sera de nouveau régi par une convention collective de travail étendue.

Contrat-type de travail pour le secteur du gros œuvre	<a href="#">CCT-GO</a>
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## **C. Liens pour plus d'informations**

Lien vers le memento du SECO concernant la loi fédérale sur le travail : [Les principales dispositions relatives à la durée du travail et du repos en bref](#)

Lien vers le memento du SECO en anglais : [Employment act : summary of key work and rest period provisions](#)

Lien vers le site de l'administration fédérale sur la gestion du personnel « [Dispositions légales, faits et informations utiles pour la gestion du personnel : recrutement, développement du personnel, chômage partiel et assurances sociales, droit du travail, sécurité au travail](#) »

Droit applicable : Protection des travailleurs		
<b>Bases légales</b>	<b>LTr</b>	<a href="#">Loi fédérale sur le travail dans l'industrie, l'artisanat et le commerce (RS 822 11)</a>
	<b>OLT1</b>	<a href="#">Ordonnance 1 relative à la loi sur le travail</a> (RS 822.111)
	<b>OLT2</b>	<a href="#">Ordonnance 2 relative à la loi sur le travail</a> (RS 822.112)
	<b>OLT3</b>	<a href="#">Ordonnance 3 relative à la loi sur le travail</a> (RS 822.113)
	<b>LAA</b>	<a href="#">Loi fédérale sur l'assurance-accidents</a> (RS 832 20)
	<b>OPA</b>	<a href="#">Ordonnance sur la prévention des accidents</a> (RS 832 30)

## **IV. LES ENTREPRISES EN INFRACTION**

Il est utile de savoir que l'OCIRT tient à jour une liste des entreprises qui, en raison d'une infraction à la réglementation genevoise en vigueur, ne sont pas autorisées, du moins pendant un certain laps de temps, à soumissionner des marchés publics. Cette liste est mise à jour hebdomadairement, elle est consultable à l'adresse :

Liste noire OCIRT (décisions 45 LIRT <sup>1</sup> , 9 LDét <sup>2</sup> , 13 LTN <sup>3</sup> )	<a href="#">Liste noire OCIRT (45 LIRT, 9 LDét, 13 LTN)</a>
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<sup>1</sup> Loi cantonale sur l'inspection et les relations du travail

<sup>2</sup> Loi fédérale sur les travailleurs détachés

<sup>3</sup> Loi fédérale sur le travail au noir

Le SECO tient également à jour des listes répertoriant les entreprises en infractions aux adresses suivantes :

Liste noire SECO (décisions 9, al. 2, lit.b LDét)	<a href="#">Liste noire SECO - LDét</a>
Liste noire SECO (13 LTN)	<a href="#">Liste noire SECO - LTN</a>

La commission paritaire du second-œuvre publie quant à elle deux listes répertoriant les entreprises, d'une part, qui ne sont pas à jour avec le paiement des contributions professionnelles et/ou de leur cotisation pour la retraite anticipée et, d'autre part, qui font l'objet d'une peine conventionnelle définitive, exécutoire et impayée.

Liste noire CPSO - contributions/cotisations retraite	<a href="#">Liste noire CPSO-contributions</a>
Liste noire CPSO - amende définitive, exécutoire, impayée	<a href="#">Liste noire CPSO-amendes</a>

La consultation de l'ensemble de ces listes, toutes mises à jour régulièrement, permettra aux OI d'être informées des entreprises qui ne respectent pas les conditions de travail applicables à Genève.

## **V. CONDITIONS ET REGLES APPLICABLES AUX TRAVAILLEURS ETRANGERS (AUTORISATIONS DE TRAVAIL)**

Les travailleurs étrangers en Suisse sont soumis à deux régimes juridiques différents : l'Accord sur la libre-circulation des personnes (ALCP), pour ceux qui sont citoyens d'un pays de l'Union européenne ou de l'AELE (UE/AELE) et la Loi fédérale sur les étrangers (LEtr) pour les citoyens de tous les autres pays du monde et pour les ressortissants européens lors d'une mission de plus de 90 jours.

L'admission des citoyens croates reste, à ce jour, régie par la LEtr.

### **1. Bases légales :**

L'ALCP, en vigueur depuis le 1<sup>er</sup> juin 2002, et son protocole concernant la participation de la République de la Bulgarie et de la Roumanie (RS 0.142.112.681 et RS 0.142.112.681.1) règle les conditions de séjour et de travail en Suisse des citoyens de l'UE/AELE.

La loi fédérale sur les étrangers (LEtr, entrée en vigueur le 1<sup>er</sup> janvier 2008 – RS 142.20) et ses ordonnances et articles d'application (RS 142.201-142.299), règle l'admission, le séjour et l'exercice d'une activité lucrative en Suisse des ressortissants des pays non-membres de l'UE/AELE.

### **2. Il peut y avoir deux catégories de travailleurs :**

- les travailleurs détachés ;
- les travailleurs en prise d'emploi en Suisse, c'est-à-dire, engagés par un employeur suisse.

Un travailleur détaché est une personne qui, tout en restant employée et salariée par une entreprise sise à l'étranger, vient exécuter une prestation en Suisse pendant une durée déterminée.



**Les conditions pour pouvoir employer un travailleur détaché dépendent du pays où sont installées les entreprises qui ont obtenu des mandats mais également de la nationalité des travailleurs. ([lien pour liste des pays](#))**

Les entreprises étrangères qui obtiendraient des mandats doivent **se plier à la législation suisse**. Le secteur de la construction connaît le principe de la responsabilité solidaire de l'employeur principal en cas de sous-traitance. Selon l'art. 5 de la loi fédérale sur les travailleurs détachés (LDét – RS.823.20; [Lien LDét](#)), c'est "l'entrepreneur contractant" qui est "responsable civilement du non-respect par les sous-traitants des salaires minimaux nets et des conditions de travail mentionnées à l'art. 2 al. 1" de cette même loi. L'OCIRT recommande dès lors aux Organisations internationales de stipuler clairement, dans leurs contrats de mandat, les conditions auxquelles une sous-traitance est admise et d'attirer explicitement l'attention des mandataires sur le principe de la responsabilité solidaire.

Les travailleurs issus de pays non-membres de l'UE/AELE peuvent aussi être détachés par des entreprises européennes à condition d'avoir été employés de façon régulière dans une entreprise européenne depuis plus d'un an.

Les entreprises sises dans des pays non-membres de l'UE/AELE peuvent aussi détacher des travailleurs aux conditions décrites ci-après.

3. Des entreprises étrangères peuvent aussi décider d'ouvrir **une filiale en Suisse** et d'engager du personnel suisse ou étranger.

En cas de prise d'emploi en Suisse auprès d'un employeur suisse, la nationalité du travailleur déterminera la loi applicable, ALCP ou LEtr. Dans des cas spécifiques, il convient de consulter le site de l'Office cantonal de la population et des migrations (OCPM) ([Lien](#)) pour connaître les procédures applicables.

## **CONDITIONS**

Rappel : les entreprises croates sont soumises au régime de la LEtr.

### **a) Entreprises sises dans l'UE/AELE**

#### **Missions de moins de 90 jours :**

Il n'y a pas d'autorisation de travail à obtenir mais la procédure d'annonce (cf. page 8) ainsi que les règles et conditions de travail en Suisse décrites aux chapitres II et III doivent être respectées scrupuleusement (code des obligations, loi fédérale sur le travail, conventions collectives de travail et contrats-type de travail en vigueur).

Les frais de logement, de nourriture et de voyage doivent être pris en charge par les employeurs et les salaires en vigueur en Suisse doivent être appliqués.

#### **Missions de plus de 90 jours :**

L'exercice de l'activité est soumis à autorisation de travail qui n'est accordée que si un certain nombre de conditions sont remplies :

- le salaire des travailleurs doit correspondre aux conditions applicables dans la région et la branche ;

- l'employeur doit financer un logement en Suisse (et obligatoirement en Suisse) à ses employés durant la durée du détachement ;
- il doit aussi verser une indemnité journalière pour les repas ;
- il doit enfin assumer les frais de transport et de voyage ;
- l'admission du travailleur doit servir les intérêts économiques de la Suisse.

**b) Entreprises sises dans un pays hors de l'UE/AELE (Etats tiers)**

Peu importe la durée de la mission, les travailleurs provenant d'entreprises sises dans des Etats tiers doivent obtenir une autorisation de travail qui n'est accordée que si un certain nombre de conditions sont remplies :

- le salaire des travailleurs doit correspondre aux conditions applicables dans la région et la branche ;
- l'employeur doit financer un logement en Suisse (et obligatoirement en Suisse) à ses employés durant la durée du détachement ;
- il doit aussi verser une indemnité journalière pour les repas ;
- il doit enfin assumer les frais de transport et de voyage ;
- l'admission du travailleur doit servir les intérêts économiques de la Suisse ;
- le travailleur présente un haut niveau de qualifications

L'approbation du Secrétariat d'Etat aux migrations (SEM), autorité fédérale, est nécessaire pour les ressortissants d'Etats tiers.

Au vu des conditions d'admission restrictives pour le personnel non-européen, une réponse favorable ne peut être envisagée que pour des travailleurs hautement qualifiés et spécialisés.

**c) Indépendants**

Les indépendants de nationalité UE/AELE et établis en UE/AELE peuvent soit faire une annonce, pour les missions de moins de 90 jours, soit demander une autorisation pour les missions de plus de 90 jours.

Ils doivent pouvoir prouver leur statut d'indépendants selon la procédure décrite ci-après.

Pour les missions de plus de 90 jours, ils doivent aussi faire la preuve de l'intérêt économique pour la Suisse de leur intervention.

Les indépendants établis dans un Etat tiers ou de nationalité non-UE/AELE ne peuvent pas intervenir en Suisse.

**PROCEDURE**

**a) Entreprises sises dans l'Union européenne/AELE**

**Travailleurs provenant de l'Union européenne/AELE :**

- Mission jusqu'à 90 jours :

Huit jours avant le début de la mission, les employeurs doivent remplir une déclaration d'annonce au moyen d'un [formulaire officiel disponible en ligne](#) pour leurs travailleurs.

- Mission de plus de 90 jours :

Au moins un mois avant le début de la mission, les employeurs voulant détacher des travailleurs doivent obtenir une autorisation. Ils doivent l'adresser à l'Office cantonal de la population et des migrations (OCPM) qui transmettra la demande à l'Office cantonal de l'inspection et des relations du travail (OCIRT). [Lien](#)

**b) Entreprises sises dans un pays hors UE/AELE (Etat tiers)**

Les employeurs voulant détacher des travailleurs, quelle que soit la nationalité du travailleur, doivent demander une autorisation au moins 6 à 8 semaines avant le début de la mission. Ils doivent l'adresser à l'OCPM qui transmettra la demande à l'OCIRT ([Lien](#)). L'autorisation doit encore être approuvée par le SEM.

Au vu des conditions d'admission restrictives pour le personnel non-européen, une réponse favorable ne peut être envisagée que pour des travailleurs hautement qualifiés et spécialisés.

**c) Travailleurs indépendants**

Les travailleurs indépendants européens doivent fournir le formulaire A1 ou une preuve de leur statut d'indépendant ([Lien](#))

Pour les missions jusqu'à 90 jours, ils peuvent utiliser la procédure d'annonce ([formulaire](#)). Pour les missions de plus de 90 jours, ils doivent obtenir une autorisation, délivrée par l'OCIRT ([Lien MOE](#)).

Droit applicable : travailleurs étrangers		
<b>Bases légales</b>	<b>ALCP</b>	<a href="#">Accord sur la libre-circulation des personnes (RS.142.112)</a>
	<b>OLCP</b>	<a href="#">Ordonnance d'application de l'accord sur la libre-circulation des personnes (RS 142.203)</a>
	<b>Ldét</b>	<a href="#">Loi sur les travailleurs détachés (RS 823.20)</a>
	<b>Odét</b>	<a href="#">Ordonnance sur les travailleurs détachés en Suisse (RS 823.201)</a>
	<b>LETR</b>	<a href="#">Loi fédérale sur les étrangers (RS 142.20)</a>
	<b>OASA</b>	<a href="#">Ordonnance relative à l'admission, au séjour et à l'exercice d'une activité lucrative (RS.142.201)</a>

## VI. LES CONTRÔLES

Les entreprises actives dans le domaine du bâtiment sont contrôlées, dans le cadre de leur activité respective, par les commissions paritaires compétentes, chargées de s'assurer du respect de la CCT.

Des contrôles de l'OCIRT sont possibles en tout temps. L'OCIRT s'assure du respect des conditions de travail applicables à Genève, de la santé et de la sécurité des travailleurs, du respect de l'interdiction du travail au noir.

Des contrôles effectués par la SUVA et l'inspection des chantiers seront également exécutés, notamment en relation avec l'application de la LAA et des législations cantonales (RChant et LCI).

En vertu de l'accord de siège dont bénéficient les OI, des contrôles sur le site d'une organisation internationale ne peuvent intervenir qu'avec l'autorisation de l'organisation concernée. Dans l'objectif de favoriser un déroulement optimal de leurs projets de construction et de rénovation, l'OCIRT recommande aux OI de clarifier, en amont, avec les acteurs concernés, les modalités de contrôles.

## VII. ADRESSES DE CONTACT

### **Service étrangers - OCPM Secteur emploi**

Tél : 022.546.47.95

Fax : 022.548.48.22

E-mail : [emploi.ocpm@etat.ge.ch](mailto:emploi.ocpm@etat.ge.ch)

Internet : [www.ge.ch/population](http://www.ge.ch/population)

★★★★★

### **OCIRT Service de la Main-d'œuvre étrangère**

Tél : 022.388.74.00

Fax : 022.546.96.35

E-mail : [smoe@etat.ge.ch](mailto:smoe@etat.ge.ch)

Internet : [www.ge.ch/ocirt/moe](http://www.ge.ch/ocirt/moe)

## VIII. RECUEIL DES REFERENCES LEGALES ET DOCUMENTAIRES

### **1. Droit du travail :**

- Demandes de permis temporaire
- Demandes de permis permanent au SECO
- SECO : conventions collectives de travail
- Contrats-types en vigueur à Genève
- SECO : contrats types de travail

## 2. CCT :

- Maçons, tailleurs de pierre, etc.
- Chefs de chantier
- Cadres de la construction
- Préfabrication
- Chauffage, ventilation et climatisation
- Electricité
- Ferblanterie et installation sanitaire
- Serrurerie et constructions métalliques
- Second œuvre
- Retraite anticipée

## 3. Bases légales

- LTr : Loi fédérale sur le travail dans l'industrie, l'artisanat et le commerce (RS 822 11)
- OLT1 : Ordonnance 1 relative à la loi sur le travail
- OLT2 : Ordonnance 2 relative à la loi sur le travail
- OLT3 : Ordonnance 3 relative à la loi sur le travail
- LAA : Loi fédérale sur l'assurance-accidents
- OPA : Ordonnance sur la prévention des accidents (RS 832 30)
- LDét : Loi sur les travailleurs détachés en Suisse
- ALCP : Accord sur la libre-circulation des personnes
- OLCP : Ordonnance d'application de l'accord sur la libre-circulation des personnes
- Odét : Ordonnance sur les travailleurs détachés en Suisse
- LEtr : Loi fédérale sur les étrangers
- OASA : Ordonnance relative à l'admission, au séjour et à l'exercice d'une activité lucrative

## 4. Listes noires :

- Liste noire OCIRT (45 LIRT, 9 LDét, 13 LTN)
- Liste noire SECO - LDét
- Liste noire SECO - LTN
- Liste noire CPSO-contributions
- Liste noire CPSO-amendes

## 5. Formulaire :

- Procédure d'annonce pour les activités lucratives de courte durée

Attachment 4 — Statement of Qualifications Questionnaire

Renovation of the Historical Buildings (Buildings A, B, C, D and S)  
at the Palais des Nations in Geneva, Switzerland.

1 General Information

1.1 Contact Information for the Firm or the Lead Firm (in the case of a consortium)

Name	Telephone Number	Email
.....	.....	.....
In case of absence:		
.....	.....	.....

1.2 Country of Origin of the Firm or the Lead Firm (in the case of a consortium)

Name / Address of the Firm	Country of Origin

### 1.3 Organization in the Case of a Consortium

In case of a combination of firms, the Statement of Qualifications Questionnaire shall be completed individually by each member of the consortium and returned to UNOG in the same envelope.

In case of a consortium, please indicate below the organization of the combination of firms, providing the information requested for each member of the consortium and defining the currently envisaged distribution of the contract among the members of the consortium in percentage terms.

Name and Address	Works Supplied	% of Contract Distribution
Lead Firm		
Member of Consortium		
Member of Consortium		
Member of Consortium		
Member of Consortium		

**2    Prequalification Criteria**

2.1    Has the firm or any of its members (in the case of a consortium) been involved in bankruptcy proceedings, sequestration or any analogous situation arising from a similar procedure provided for in law?

**Yes**

**No**

2.2    Has the firm or any of its members (in the case of a consortium) been subject of a judgment for fraud, corruption or any other illegal activity?

**Yes**

**No**

2.3    Has the firm or any of its members (in case of a consortium) had a contract terminated for cause of non-performance or default in the last five years, or has been disqualified by any public agency from being awarded a contract.

**Yes**

**No**

If the answer to the above is yes, details and justifications are to be provided below (or on an attached document) that will be reviewed to determine if any such termination or disqualification would permit the firm or any of its members (in case of a consortium) to continue in the prequalification process.



- 2.4 Is the firm or any of its members (in the case of the consortium) able to provide a Bank Guarantee for Performance amounting up to CHF 25 Million in the form of wording in Attachment 7?

**Yes**

☐

**No**

☐

- 2.5 Is the firm, or any of its members (in the case of a consortium) able to provide key personnel who are fluent in written and spoken English for the project (management and site team)?

**Yes**

☐

**No**

☐

- 2.6 Does the firm have an average annual turnover of at least CHF 500 Million per annum in construction-related activities over the past three years?

In the case of a consortium, the total average annual turnover of the consortium firms must be at least CHF 500 Million and each individual member must have a minimum average annual turnover that exceeds CHF 500 Million multiplied by their percentage stake in the consortium.

**Yes**

☐

**No**

☐

	2015	2016	2017
<b>Turnover Firm/Lead Firm</b>			
In all activities	.....	.....	.....
In construction works	.....	.....	.....
<b>Turnover/Member of Consortium</b>			
In all activities	.....	.....	.....
In construction works	.....	.....	.....
<b>Turnover/Member of Consortium</b>			
In all activities	.....	.....	.....
In construction works	.....	.....	.....
<b>Turnover/Member of Consortium</b>			
In all activities	.....	.....	.....
In construction works	.....	.....	.....
<b>Turnover/Member of Consortium</b>			
In all activities	.....	.....	.....
In construction works	.....	.....	.....

Audited / certified financial statements (or tax returns) for the past three years are to be provided for each firm and for each member of a consortium.

2.7 Is the firm or any of its members (in case of a consortium) registered in UNGM at the Basic Level?

**Yes**

☐

**No**

☐

If the registration higher than the Basic Level in UNGM, please indicate the level of registration.

Name and address	Level 1	Level 2
<b>Lead Firm</b>		
<b>Member of Consortium</b>		
<b>Member of Consortium</b>		
<b>Member of Consortium</b>		
<b>Member of Consortium</b>		

2.8 Does the firm or any of its members (in the case of a consortium) confirm that it does not have any potential conflict of interest?

**Yes**

☐

**No**

☐

If the answer to the above is no, details and justifications are to be provided below (or on an attached document) that will be reviewed to determine if any such conflict of interest would permit the firm or its members to continue in the prequalification process.

.....

.....

.....

.....

.....

2.9 Can the firm or any of its members (in the case of a consortium) demonstrate recently completed reference projects (within the last five years) or reference projects which are in progress which are relevant to this RFPQS? In case of a consortium, the reference projects may relate to any of its members and it should be clearly stated to which member they belong. The reference projects should demonstrate that the firm has sufficient experience as a General Contractor during the stated period of reference to address each of the following requirements:

- i. Major renovation projects in the following area of operating public buildings (hospital, airport, railway station, convention center, or other relevant public building type) while operations are ongoing and the building remains open. The reference projects (maximum eight) should cover a floor area of at least 150.000m2, and should all be from the last 10 years.

**Yes**

☐

**No**

☐

- ii. Renovation of heritage or high profile buildings (museums, listed buildings or other historical or protected buildings). The reference projects (maximum four) should cover at least 30.000m<sup>2</sup>, and should all be from the last 10 years.

**Yes**☐**No**☐

- iii. Renovation or construction of office buildings with high-end finishes of open office space with modular furniture, partitions, and contemporary data and power distribution system. (maximum eight) should cover a floor area of at least 150.000m<sup>2</sup>, and should all be from the last 10 years.

**Yes**☐**No**☐

- iv. Renovation or construction of conference centers with high-end audio visual systems and simultaneous interpretation system. The reference projects (maximum four) should cover a floor area of at least 5.000m<sup>2</sup>, and should all be from the last five years.

**Yes**☐**No**☐

- v. Implementation of Building Information Management (BIM) of building construction or renovation projects. The reference projects (maximum four) should cover a floor area of at least 50.000m<sup>2</sup>, and should all be from the last five years.

**Yes**☐**No**☐

Firms shall use the template provided in Attachment 9 to provide a description of each reference project on a separate document, with a maximum of two pages per project. In addition, they should provide a summary table for each capacity outlined below, indicating the breakdown of the area of intervention per project in square meters, the location and the year.

Additional references will not be considered.

**3 Please indicate any other relevant information.**

.....

.....

.....

.....

.....

**Date**

**Signature and Stamp of Firm**

(In the case of a consortium,  
the Statement of Qualifications Questionnaire  
shall be filled out separately by each firm  
and signed, dated and stamped.

The Statement of Qualifications Questionnaire  
shall then be submitted separately by each firm  
which is a member of a consortium of firms.)

**Attachment 5—Confirmation Letter  
for Participation in the Non-Mandatory Information Session  
on 3 May 2018 or on 17 May 2018**

**Renovation of the Historical Buildings (Buildings A, B, C, D and S)  
at the Palais des Nations in Geneva, Switzerland.**

**CONFIRMATION LETTER FOR  
PARTICIPATION IN THE NON-MANDATORY INFORMATION SESSIONS**

**Subject: Request for Prequalification Submissions**

**Renovation of the Historical Building (Buildings A, B, C, D and S) at the  
Palais des Nations in Geneva, Switzerland**

We, the undersigned, acknowledge receipt of your **RFPQS** dated 18 April 2018 and hereby confirm that we:

**( ) Intend**

**( ) Do not Intend**

to attend the Non Mandatory Information Session on:

☐ **3 May 2018 10:00 - 13:00 (Geneva time) Room VIII**

☐ **17 May 2018 10:00 - 13:00 (Geneva time) Room XXIII**

at the Palais des Nations, Avenue de la Paix 8-14, Pregny Gate, 1211 Geneva 10, Switzerland.

Name of person(s) representing your firm:

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A UNOG representative will meet the visitors at Pregny Gate at 09.30 am each day. You are kindly requested to wait for him or her after you obtain your visitor's badge.

The conference will start at **10 am**. Firms are requested to arrive at least 30 to 45 minutes early at Pregny Gate in order to handle security modalities. Please bring a copy of this confirmation as well as a photo ID so as to facilitate your identification at the gate. In addition, extra time should be allowed if it will be necessary to park vehicles outside the Pregny Gate entry to the Palais des Nations.

Name and Address of the Vendor:

Telephone No:

Name:

Title:

Signature:

Date

***Please return this form by email to: [unog-shp-tenders@un.org](mailto:unog-shp-tenders@un.org)  
Purchase and Transportation Section and Strategic Heritage Plan, UNOG  
Attention : Ms. Boi-Lan Nguyen Barbillo, SHP Procurement Officer***



**Attachment 6—Confirmation Letter  
for Request for an Optional On-Site Visit  
to the UNOG Premises  
from 4 May 2018 to 18 June 2018**

**Renovation of the Historical Buildings (Buildings A, B, C, D and S)  
at the Palais des Nations in Geneva, Switzerland.**

**CONFIRMATION LETTER  
FOR  
REQUEST FOR OPTIONAL ON-SITE VISIT**

**Subject: Request for Prequalification Submissions**

**Renovation of the Historical Buildings (Buildings A, B, C, D and S) at the  
Palais des Nations in Geneva, Switzerland**

We, the undersigned, acknowledge receipt of your **RFPQS rev 2** dated 8 June 2018 and hereby confirm that we would like to access the Palais des Nations premises to undertake an additional on-site visit to the premises. This optional visit may be scheduled during week-days from 4 May 2018 to 18 June 2018, as long as the UNOG has received three days of advanced notice.

**( ) Yes, please specify dates.**

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Name of person(s) representing your company:

---

---

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**( ) No, we do not intend to request optional visits.**

Firms are requested to arrive 15 to 30 minutes early at Pregny Gate in order to handle security modalities. Please bring a copy of this confirmation as well as a photo ID so as to facilitate your identification at the gate. In addition, extra time should be allowed if it will be necessary to park vehicles outside the Pregny Gate entry to the Palais des Nations.

Name and Address of the Vendor:

Telephone No:

Name:

Title:

Signature:

Date:

***Please return this form by email to: [unog-shp-tenders@un.org](mailto:unog-shp-tenders@un.org)  
Purchase and Transportation Section and Strategic Heritage Plan, UNOG  
Attention: Ms. Boi-Lan Nguyen Barbillo, SHP Procurement Officer***

## Attachment 7—Bank Guarantee for Performance

### Renovation of the Historical Buildings (Buildings A, B, C, D and S) at the Palais des Nations in Geneva, Switzerland.

#### BANK GUARANTEE FOR PERFORMANCE [On the letterhead of the Bank]

[Date]

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“Beneficiary”

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“Applicant”

Reference: Our Guarantee No. ....  
For .....

Dear Sirs and Madams:

1. At the request of the “Applicant”, \_\_\_\_\_, we, as Guarantor, hereby undertake to pay to you, the Beneficiary, or your accredited representative on first written demand the sum of CHF 25 million (twenty-five million Swiss francs) or such lesser sum of money as you may by such written demand require to be paid, provided that such written demand is accompanied by your written statement that, in accordance with the contract identified in paragraph 2, the Beneficiary is entitled to draw under this Guarantee. Your written statement shall not need to specify anything else (e.g., in which respect the Applicant might be in breach of contract). Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this Guarantee. The amount of this Guarantee is CHF 25 million (twenty-five million Swiss francs).

2. The Beneficiary and the Applicant have entered into a contract dated [date], for the provision of design and construction services by the Applicant to the United Nations, in support of the Strategic Heritage Plan (the “Contract”).

3. This Guarantee shall remain valid until ninety (90) days after the later of:

- (i) the issue of the Final Completion Certificate under the Contract, and
- (ii) if a dispute arises under the Contract, after the final determination of that dispute, and shall be based upon your written confirmation to us of the date when the later of the events under (i) and (ii) above occur. Your written demand for payment under this Guarantee must be received by the Guarantor not later than the expiration of this Guarantee.

4. Subject to paragraph 5, below, this Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758. The supporting statement under Article 15(a) thereof is excluded.

Nothing herein or related hereto: (i) shall be deemed a waiver or any agreement to waive any of the privileges and immunities of the United Nations, or (ii) shall be interpreted or applied in a manner inconsistent with such privileges and immunities.

Yours faithfully,

For and on behalf of [name of issuer bank]

{Bank's Official Seal}

\_\_\_\_\_  
Name:

Title

## **Attachment 8—Consultant Project Directory**

### **Renovation of the Historical Buildings (Buildings A, B, C, D and S) at the Palais des Nations in Geneva, Switzerland.**

#### **1. Programme Management**

##### **Hill International (Switzerland) SA**

Rue Pedro-Meylan 5  
CH – 1208 Geneva  
Switzerland

#### **2. Risk Management**

##### **MACE**

155 Moorgate  
GB – London, EC2M 6XB  
United Kingdom

#### **3. Technical Support Services**

##### **OGER**

70 Rue de Saint-Denis  
FR – 93582 Saint-Ouen  
France

#### **4. Architects**

##### **Skidmore, Owings & Merrill Inc.**

The Broadgate Tower  
20 Primrose Street  
GB – London EC2A 2EW  
United Kingdom

##### **Burckhardt+Partner SA**

Rue du Port-Franc 17  
Case Postale 5491  
CH – 1002 Lausanne  
Switzerland

## **5. Cost Consultant**

### **Gardiner & Theobald LLP**

10 South Crescent  
GB – London, WC1E7BD  
United Kingdom

## **6. Structural Engineer**

### **INGENI SA**

Rue du Pont-Neuf 12  
CH – 1227 Carouge  
Switzerland

### **SOM Structures**

The Broadgate Tower  
20 Primrose Street  
GB – London, EC2A 2EW  
United Kingdom

## **7. MEP Consultant**

### **RAPP Technique du Bâtiment SA**

Steinengraben 40  
CH – 4051 Basel  
Switzerland

### **AECOM**

Aldgate Tower  
2 Lemman Street  
GB – London, E1 6AA  
United Kingdom

## **8. Building Physics and Acoustics Consultant**

### **Kopitsis**

Kopitsis Bauphysik AG  
Zentralstrasse 52a  
CH – 5610 Wohlen  
Switzerland

**9. Fire and Life Safety Consultant****Securitas SA**

SBIS – Bureau Suisse pour la Sécurité Intégrale  
Chemin de Bérée 52  
Case postale 304  
CH – 1000 Lausanne 10  
Switzerland

**10. Health + Safety and Sustainability Design****Ecoservices SA**

Rue de Veyrier 9bis  
CH – 1227 Carouge  
Switzerland

**11. Audiovisual – IT – Security Design****Shen Milsom & Wilke LLC**

Abbey House  
74-76 St John St, Clerkenwell  
GB – London, EC1M 4DZ  
United Kingdom

**12. Threat Resistance Consultant****Weidlinger Associates Inc.**

40 Wall Street  
New York, New York 10005-1304  
USA

**13. Landscape Architect****Oxalis Architectes Paysagistes Associés**

Rue de Veyrier  
CH – 1227 Carouge  
Switzerland

**14. Building Surveyor****Christian Haller**

Ingénieur géomètre officiel  
Rue du Lievre 4  
CH – 1227 Acacias  
Switzerland

### **15. Vertical Consultant**

**WSP Parsons Brinckerhoff**

WSP House  
70 Chancery Lane, Holborn  
GB – London WC2A 1AF  
United Kingdom

### **16. Heritage Consultant**

**Christian Bischoff**

44 chemin des Blanchards  
CH – 1233 Bernex  
Switzerland



**17. Accessibility Consultant****HAU – Handicap Architecture Urbanisme**

Boulevard Helvetique 27  
CH – 1207 Geneve

**ABA (Association pour le Bien des Aveugles et malvoyants)**

Route du Vallon 18  
CH-1224 Chêne-Bougeries

**18. Food Services Consultant****ATI – Food Service Concepts**

Route du Verney 18  
CH - 1070 Puidoux

**19. Specifications Consultant****FORUM**

Avenue de la Foresterie, 2  
BE-1170 Bruxelles

**20. Lighting Consultant****NULTY**

The Tower Building  
7th Floor  
11 York Road  
London  
SE1 7NX

**21. Geotechnical Experts****GADZ SA**

9, chemin des Vignes  
1213 Petit-Lancy, Switzerland

**PRAS Tecnica Edilizia S.r.l.**

Piazza Augusto Imperatore, 3  
00186 Roma, Italy

## Attachment 9—Relevant Experience

### Renovation of the Historical Buildings (Buildings A, B, C, D and S) at the Palais des Nations in Geneva, Switzerland.

- i. Major renovation projects in the following areas of public building operations (hospital, airport, railway station, convention centre, or other relevant public building type) while operations are ongoing and the building remains open. The reference projects (maximum eight) should cover a floor area of at least 150.000m<sup>2</sup>, and should all be from the last 10 years.

	Project Client	Contracting Entity	Role in the Contract	Commencement date	Completion Date	Total area (m <sup>2</sup> )
1						
2						
3						
4						
5						
6						
7						
8						
Total floor area						

- ii. Renovation of heritage or high profile buildings (museums, listed buildings or other historical or protected buildings). The reference projects (maximum four) should cover at least 30.000m2, and should all be from the last 10 years.

	Project Client	Contracting Entity	Role in the Contract	Commencement date	Completion Date	Total area (m2)
1						
2						
3						
4						
Total floor area						

- iii. Renovation or construction of office buildings with high-end finishes of open office space with modular furniture, partitions, and contemporary data and power distribution system (maximum eight) should cover a floor area of at least 150.000m<sup>2</sup>, and should all be from the last 10 years.

	Project Client	Contracting Entity	Role in the Contract	Commencement date	Completion Date	Total area (m2)
1						
2						
3						
4						
5						
6						
7						
8						
Total floor area						

- iv. Renovation or construction of conference canters with high-end audio visual systems and simultaneous interpretation system. The reference projects (maximum four) should cover a floor area of at least 5.000m<sup>2</sup>, and should all be from the last five years.

	Project Client	Contracting Entity	Role in the Contract	Commencement date	Completion Date	Total area (m <sup>2</sup> )
1						
2						
3						
4						
Total floor area						

- v. Implementation of Building Information Management (BIM) of building construction or renovation projects. The reference projects (maximum four) should cover a floor area of at least 50.000m<sup>2</sup>, and should all be from the last five years.

	Project Client	Contracting Entity	Role in the Contract	Commencement date	Completion Date	Total area (m <sup>2</sup> )
1						
2						
3						
4						
Total floor area						

## Attachment 10—Overall Preliminary Risk Analysis

### Renovation of the Historical Buildings (Buildings A, B, C, D and S) at the Palais des Nations in Geneva, Switzerland.

#### Example Risk Register information requirements

Risk ID	Risk Owner	Type	Title	Risk Description	Risk Cause	Risk Consequences	Risk Category	Probability Score	Cost Score	Time Score	Risk Exposure	Treatment Plan	Individual Treatment Actions	Target Resolution Date
Example numbering. 1, 2, 3 ...	Name of assigned Risk Owner	Risk or Opportunity	Short descriptive title	Description of risk event to occur.	Description of cause of event to occur.	Description of consequences that will occur as result of event when/if it happens.	Construction risk, Logistics, stakeholder and interfaces, management risks)	The likelihood of occurrence during the project expressed as a score of 1- 5 based on the matrix below	The most likely cost impact expressed as a score of 1-5 based on the matrix below	The most likely delay to the completion of the project, expressed as a score of 1-5 based on the matrix below	Risk Score (as calculated by highest impact score x probability)	Description of strategy or approach for mitigation of the risk.	Specific actions to deliver the Risk treatment Plan	Target date for completion of Response Plan.
Example	Contractor	Risk	Ground Obstructions delay excavation	Discovery of unforeseen ground obstructions	Inability to fully survey the entire site	Delay due to additional work to remove unforeseen materials and reinstatement	Construction	2	3	4	8	Obtain better information and plan works	1. Carry out an assessment of the benefit of additional surveys in advance of ground works. 2. Carry out such surveys and prioritize excavation to minimize potential disruption	Prior to commencement of excavation

*Note: Notwithstanding any comment to the contrary, the risk register has no bearing on the liability for the consequence of any identified risks. Liability will be determined in accordance with the contract*

**Probability Scoring**

Score	Likelihood	Probability	Scenario/ Assessment
5	Very Likely	>70%	Very likely to occur; supported by recent history of occurrence on similar projects
4	Likely	50% - 70%	Likely to occur based on similar project experience, given current circumstances, unless successful treatment is achieved.
3	Possible	30% - 50%	Possible to occur but lack of treatment may increase likelihood.
2	Unlikely	10% - 30%	Not likely to occur, given current circumstances
1	Very Unlikely	<10%	Very unlikely to occur under most credible scenarios

**Impact Scoring - Cost & time**

Score	Definition/Description
5	Very High Threat or Opportunity (>CHF5m / 30 Days)
4	High Threat or Opportunity (>CHF1m / 20 Days)
3	Medium Threat or Opportunity (>CHF250k / 10 Days)
2	Low Threat or Opportunity (>CHF100k / 5 Days)
1	Very Low Threat or Opportunity (<CHF100k / 5 Days)



## **Attachment 11—Clarifications** (rev. 8 of 28 June 2018)

### **Renovation of the Historical Buildings (Buildings A, B, C, D and S) at the Palais des Nations in Geneva, Switzerland.**

Questions related to RFPQS Ref: EOIUNOG15012 - <b>Questions received by 18.06.2018</b>			
No.	Question from bidder	Document Reference	Response from UNOG/SHP
1	<p>Reference Attachment 2—Levels of Intervention, Table 4: Design Development and Overall Responsibilities Repartition</p> <p>Could you specify:</p> <ol style="list-style-type: none"> <li>what do you mean by UN Design Contractor?</li> <li>what do you mean by Contractor?</li> <li>what do you mean by Technical Design (RIBA)? Is the Royal Institute of British Architects the successful bidder of the Technical Design Works?</li> <li>what do you mean by Design Portions?</li> </ol> <p>Regarding the previous questions, is the term 'contractor' used to allude to the Companies to which this EOI is intended for?</p>	Clarification 1	<p>Please find below the following clarifications:</p> <ol style="list-style-type: none"> <li>UN Design Contractor means the Architectural Firm already contracted by UNOG to complete the design of the Renovation Project.</li> <li>Contractor means the construction contractor who will be appointed for the renovation construction contract (contract 2) which is the purpose of this RFPQS.</li> <li>Technical Design (RIBA) means the design work will be complete to the end of the Technical Design Stage as defined by the Royal Institute of British Architects (RIBA).</li> <li>Design Portions means the design elements of the works that will be for the construction contractor (and their specialist sub-contractors) to complete after their appointment.</li> </ol> <p>The term contractor is used to refer to the General Contractor (construction company) who will be appointed for the renovation construction contract (Contract 2) for whom this EOI is intended for.</p>
2	Which month is the Autumn?	Clarification 2	Autumn is the third season of the year, in this context, it is September, October and November.
3	We would like to know what is the entire Budget for this Project? Any rough idea?	Clarification 3	As described in Section I, sub-section 2: <i>"The complete Renovation of the Palais des Nations facility will be split into two contracts of which this RFPQS concerns what is referred to as Contract 2..... The value of Contract 2 is estimated to be in the range CHF 240 million to CHF260 million."</i>
4	<p>Vous serait-il possible de nous adresser la version française de ce dossier de préqualification.</p> <p>Would it be possible for you to send us the French version of this pre-qualification file?</p>	Clarification 4	<p>The language for this RFPQS and the subsequent RFP yet to be issued is English.</p> <p>A French Translation will not be provided.</p>
5	<p>We are a company that produces office furniture, chairs, lighting and office partitions. We would like to know if this project of renovation of conference rooms and office spaces of the Palais des Nations includes also the purchasing of office furniture.</p> <p>If the project foresees the supply of office furniture we would like to participate to the non-mandatory information session on 10 May 2018 and we would like to know the visiting time.</p>	Clarification 5	<p>Whilst a final decision has yet to be made, this contract may include the purchase of office furniture.</p> <p>With regards to the information session which was due to take place on the 10 May 2018, as this is Ascension Day and a bank holiday in several European Countries, this non-mandatory bidders day has been changed to the 17 May 2018. We anticipate that the event will start at 10:00 am. Please allow at least 30 mins to enter from the main gate in advance of the session.</p>

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6	<p>Tout d'abord, nous vous remercions pour votre demande. Etant donné que nous ne sommes pas coutumiers de vos procédures et que nous ne pratiquons pas la langue Anglaise quotidiennement nous vous prions de nous communiquer brièvement les domaines qui se rapportent à la menuiserie dans votre demande EOIUNOG15012.</p> <p>Est-ce pour une partie de :</p> <ul style="list-style-type: none"> <li>- Menuiserie extérieure (fenêtres – portes fenêtres etc.) ?</li> <li>- Agencement (meubles, bibliothèque etc.) ?</li> <li>-Portes de communication - portes de sécurité etc. ?</li> </ul> <p>De plus, s'il s'agit d'assainissement pour les fenêtres et / ou de restauration / rénovation pour les autres points, sachez que nous sommes parfaitement en mesure de répondre à vos questions en termes d'études et de conseils dans un premier temps.</p> <p>Votre réponse nous permettra de définir si, oui ou non, nous pouvons entamer les démarches qui sont explicitées dans votre courriel pour le projet cité en titre.</p> <p>As we are not accustomed to your procedures and do not practice the English language on a daily basis, please give us a brief description of the areas relating to carpentry in your EOIUNOG15012 application.</p> <p>Does it include:</p> <ul style="list-style-type: none"> <li>-Exterior Carpentry (Windows – Windows Doors etc...)?</li> <li>-Arrangement (Furniture-Library etc.)?</li> <li>-Communication doors-security doors etc.?</li> </ul> <p>In addition, if it is a matter of sanitation for Windows and/or restoration/renovation for the other points, know that we are perfectly able to answer your questions in terms of studies and advice at first.</p> <p>Your response will allow us to determine whether or not we can start the prequalification steps that are explained in your email for the renovation project.</p>	Clarification 6	<p>This RFPQS is aimed at the prequalification of General Contractors (<i>Entreprise Générale</i>) construction firms who wish to participate in the RFP solicitation.</p> <p>The information requested will form part of the RFP Tender Documentation to be issued at the RFP stage to the prequalified General Contractors.</p>
7	<p>Kindly send us the documents and architectural design of kitchen, restaurant and complete design in DWR Auto Card and Archi Card</p>	Clarification 7	<p>This RFPQS is aimed at the prequalification of General Contractors (<i>Entreprise Générale</i>) construction firms who wish to participate in the RFP solicitation.</p> <p>The detailed information will form part of the RFP Tender Documentation which will be issued to prequalified General Contractor firms and JVs.</p>

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8	<p>Merci de nous confirmer l'horaire et le procès afin de s'inscrire.</p> <p>Pour rappel, notre activité concerne l'hygiène des sanitaires. Vos locaux sanitaires sont-ils impactés par les travaux annoncés ?</p> <p>Thank you to confirm the schedule and the process to register for the information sessions.</p> <p>Our activity concerns sanitary and hygiene facilities. Are your health facilities impacted by the work announced?</p>	Clarification 8	<p>The schedule and the process to register for the information sessions is that stated in Section II, Item 7 of the RFPQS (Revision 1) Document dated 24 April 2018:</p> <p><i>"Firms who are interested to participate in one or both Non-Mandatory Information Sessions shall submit the Confirmation Letter by 30 April 2018 (for the session on 3 May 2018) and by 13 May 2018 (for the session on 17 May 2018) to unog-shp-tenders@un.org. See Attachment 5, Confirmation Letter for Participation in the Non Mandatory Information Session."</i></p> <p>Firms will find the relevant details of the Information Sessions in Attachment 5, which should be completed and returned by interested firms.</p> <p>The planned renovation works will include some renovation of sanitary and hygiene facilities.</p> <p>The detailed information will form part of the RFP Tender Documentation which will be issued to prequalified General Contractor firms and JVs.</p>
9	Is there any intention to look at the removal and replacement of the Window film as part of your renovation plans?	Clarification 9	<p>The planned renovation works will include some replacements, adaptations and works to existing windows.</p> <p>The detailed information will form part of the RFP Tender Documentation which will be issued to prequalified General Contractor firms and JVs.</p>
10	<p>We are not big enough to be your main contractor (you are asking for an average annual turnover of at least CHF 500 Million) so we were wondering if we could be some kind of subcontractor?</p> <p>We would like to know if you are going to be regulating this or if it is possible to contact through you whoever gets the contract, in case it is going to be 100% coordinated by them.</p>	Clarification 10	<p>The prequalification criteria allow for companies to form joint ventures subject to the requirements stipulated in the documents. It is also envisaged to publish the list of the prequalified firms and JV's on the UNOG website.</p> <p>UNOG will not intervene in the formation of joint ventures nor pass on contacts of firms to other firms. The General Contractor for the renovation works shall be responsible for appointment of its supply chain companies.</p> <p>General and related Information on the most recent SHP Business Seminar held on 20 March 2018 can be found by clicking on the following link to the UNOG SHP Procurement Website.</p>

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			<p><a href="http://unogwebsite.unog.un.org/80256EDD006AC19C/(httpPages)/A84A316AD70C988DC125826A00433284?OpenDocument">http://unogwebsite.unog.un.org/80256EDD006AC19C/(httpPages)/A84A316AD70C988DC125826A00433284?OpenDocument</a></p> <p>Please see the blue coloured box on the right-hand side of the screen titled "Related Information – DOCUMENTATION" which contains the presentation and list of participants.</p>
11	<p>Are you planning any earthquake protective devices in this renovation project?</p> <p>If so, can you send us details of what has been designed to date?</p>	Clarification 11	We do not envisage any earthquake protective devices in the requirements for this project.
12	<p>We would like to know the approximate percentage of jobs expected in the field of heritage conservation. We understand that specific details cannot be provided at this time, but it would be very clarifying to have an idea of the percentage or volume of this kind of works as it has been provided in chart 1: "Approximate Overall Works Breakdown by Principle Element / Function". Specifically, the approximate percentage over the total of restoration of art works, rooms with historical, architectural or artistic value, murals or fixed elements, historic carpentry, moldings, historic plafonds, divisions or wooden furniture, historic floors, restoration of exterior sculptures, or even displacement, cataloging and conservation of art objects.</p>	Clarification 12	<p>The Strategic Heritage plan is not a heritage renovation project but rather a renovation project that has to be conducted with some sensitivity to the heritage of the building. The heritage element is therefore a constraint rather than an outright objective of the project and it is not possible to provide a specific breakdown as all of the works have, to a greater or lesser extent, some interface with the heritage elements of the building. For example, several sets of heritage doors will need to be upgraded to give a fire rating which will involve preserving the heritage door finishes whilst upgrading them with a fire-resistant core.</p> <p>There is no restoration of artworks or other heritage elements specifically planned at present in the requirements. During the execution of the renovation works temporary protection will be required to avoid damaging the heritage elements.</p>
13	<p>Our company trades mainly in water management. We have a contract with a manufacturing company that has the opportunity to bring into this tender the latest technology, which is very ecological and economical. We know that you are looking for such kind of equipment and we would be happy to be involved in such a reconstruction.</p> <p>As trade intermediaries we are not sure how we should fill out the materials we received if we can only cover one area of the reconstruction. Alternatively, if it is possible for our company to be recommended to the winner of the tender for the water management area. What are our options?</p>	Clarification 13	<p>This RFPQS is aims to prequalify General Contractors firms or JV's who would like to participate in the RFP solicitation.</p> <p>The General Contractor for the renovation works shall be responsible for appointment of its supply chain companies.</p> <p>It is also envisaged to publish the list of the prequalified firms and JV's on the UNOG website.</p>

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14	It is written that one UPS will be needed. I Would like to have an idea of the power of this UPS, do you have an estimation of the power and autonomy of this UPS?	Clarification 14	The planned renovation works are likely to include some requirements for UPS. At present, the exact requirements have not been fully determined and we are therefore unable to provide a response to this question at this time.
15	<p>1. is the "Vendor response form" to be submitted by each member of the Joint Venture?</p> <p>2. does each member have to be registered on the United Nations Global Marketplace (UN Secretariat)?</p> <p>3. do we have to submit a declaration of our intention to participate as a Joint Venture during this phase?</p>	Clarification 15	<p>1. Yes, each member of the Joint Venture should fill out a Vendor Response form, please indicate the name of the Joint venture, and the Lead Firm in Attachment 4.</p> <p>2. Yes, each member of the Joint Venture should be registered in UNGM. It is recommended that each individual firm begins the process to register at Level 2 immediately, if they have not yet. We can provide guidance and assistance on this matter.</p> <p>3. Yes, the prequalification submission should indicate an intention to pre-qualify and participate as a Joint Venture.</p>
16	Is it possible for prequalified firms to form a Joint Venture during the RFP solicitation stage?	Non-Mandatory Bidders Day 1 – Q&A	<p>During the RFP solicitation, the bidder (or in case of a JV, all of its members), shall confirm that it continues to meet all criteria as defined in the REOI15012 and none of the grounds of exclusion are applicable. If this is not the case, the bidder shall submit with its proposal any supporting documents related to such change which shall enable the UN to determine whether the pre-qualification criteria are met.</p> <p>Therefore, during the RFP solicitation stage, prequalified firms may form a Joint Venture, provided that:</p> <ul style="list-style-type: none"> <li>The Lead Firm has been prequalified as a single firm;</li> </ul> <p>Or:</p> <ul style="list-style-type: none"> <li>In the case of a Joint Venture (JV) wishing to add a further firm to their JV, that the Lead Firm of the JV which has been prequalified continues to be the Lead firm in the JV proposed during the RFP stage;</li> </ul> <p>And:</p> <p>the firm(s) / Joint Venture(s) involved resubmit the prequalification submission identifying the changes, such as the minimum turnover related to the proportional stake in the JV, for evaluation against the original criteria laid out in this current RFPQS, which would enable the UN to determine whether these criteria are still met.</p>

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			For the avoidance of doubt, any contract awarded to a JV by the United Nations following the RFP process shall stipulate that the members of the JV shall be jointly and severally liable under the terms of the contract. Further, the contract shall stipulate that such joint liability shall extend to the provision of performance guarantees.
17	Can a Joint Venture be prequalified if only one of the constituting companies comply fully with the PASS/FAIL criteria?	Non-Mandatory Bidders Day 1 – Q&A	Yes, this is possible, provided that the minimum qualifications and criteria identified in the RFPQS are all met (particularly the minimal turnover, calculated by applying the participation percentage of each firm of the proposed Joint Venture).
18	Is the number of firms prequalified to participate in the RFP tender process going to be limited?	Non-Mandatory Bidders Day 1 – Q&A	We expect the firms participating in the RFP process to be limited in line with construction industry tendering best practice. Considering the high value and complexity of the works, the minimum pre-qualification criteria threshold has been set to a level to ensure only the most suitably experienced and fully capable General Contractors firms or JVs are identified.
19	How is the supervision of the works organized? Is there any external independent company doing such supervision?	Non-Mandatory Bidders Day 1 – Q&A	<p>The UN has not appointed an independent company to supervise the works. The entire project is managed by specialized UN staff (SHP team) who are supported by a number Contractors (Programme Management, Risk Management, On-Call Technical Professional Services, etc.).</p> <p>The UN Design Contractor will ensure the supervision of the works onsite and the compliance with the project requirements. The final handover will be done by the UN (SHP team).</p>
20	What is the relative weight of technical and economical part of the tender?	Non-Mandatory Bidders Day 1 – Q&A	It is still currently being discussed and defined specifically for this procurement. The UN's typical practice is that the technical evaluation is credited with around 60% of the final scoring and the price component with around 40%. We are still considering the possibility of further increasing the % weighting allocated to the Technical Scoring.
21	During the RFP tender period, will the bidders receive notification of their scoring and ranking for the technical part prior to the opening of the commercial section of the offer is opened?	Non-Mandatory Bidders Day 1 – Q&A	No. Bidders will only be informed at the end of the entire RFP tender process. They will then have the opportunity to request for a debriefing which will be focused on the quality and scoring of the firm's proposal and which will not provide a comparison against the other bidders.

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22	Do subcontractors need to be named at this stage?	Non-Mandatory Bidders Day 1 – Site Visit	<p>No, this is not a requirement at this stage and can be decided at the RFP stage.</p> <p>However, a Firm or JV may name a supply chain partner(s) at this stage to demonstrate the required level of experience within their overall team. In this case, should they choose to utilize another firm than the one they relied upon at the RFPQS stage, then they must demonstrate that the alternative firm(s) is / are of at least the equivalent standing / level and shall seek the UN's approval to such a change in their subcontractors.</p>
23	How are the different trades and suppliers to be appointed when the project progress? Will there be further procurement processes such as this one organized for each of the different trades and suppliers?	Non-Mandatory Bidders Day 1 – Site Visit	<p>No. The intention of the UN is to appoint a General Contractor for this entire contract.</p> <p>The selection and appointment of trades and suppliers will be the responsibility of the General Contractor to include the selection and administration of such subcontractors.</p>
24	We kindly would like to ask you a clarification related to Section III, Part A, chapter 9, point i, regarding the prequalification criteria on major renovation projects. Could you please confirm that a total sum of maximum 8 projects should cover a total floor area of 150.000 sqm?	Clarification 16	<p>Yes, this is correct.</p> <p>General Contractor firms or JVs need to demonstrate a maximum of eight reference projects that the firm or JV has carried out a total of at least 150,000m<sup>2</sup> of renovation works within the last 10 years.</p>
25	<p>1. Bank Guarantee for Performance Section III.A.4 of the RFPQS requires the provision of the evidence of participants' ability to provide a Bank Guarantee for Performance amounting up to CHF 25 Million. We hereby ask you to clarify that, in case the participant in the PQ Phase is a Consortium, the ability to provide the foregoing Bank Guarantee can be demonstrated by one member of the Consortium or more (i.e. more than one bank guarantee) provided that the accumulated amount of applicable bank guarantees shall be CHF 25 Million.</p> <p>2. Relevant Experience – Renovation or Construction of Conference Centers Section III.A.9.iv of the RFPQS requires demonstration of relevant experience with respect to the renovation or construction of conference centers with high end audio visual systems and simultaneous interpretation system. Experience in such area, especially with respect to conference centers with</p>	Clarification 17	<p>1. We confirm that as long as the JV as a whole can prove its ability to provide on demand bank guarantee(s) for performance in the total amount of CHF 25m, this would be considered acceptable.</p> <p>2. See response to Question 22 above. When presenting the reference projects it should be clearly stated which of the firm(s) in the Joint Venture / Consortium or Supply Chain Member the reference project belongs to.</p>



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	<p>simultaneous interpretation systems, is very specific and very few places in the world are equipped with such systems. Furthermore, entities specialized in renovation or construction of conference centers with high end audio visual systems and simultaneous interpretation systems may not have the financial capacity nor the willingness to take part, as a participant, in the project. We understand the importance of high end audio visual systems and simultaneous interpretation systems of conference centers for an organization such as the United Nations and we are willing to bring in an experienced entity as an experienced provider in order to take part in the Tender. Therefore we hereby ask that you amend the Section III.A.9.iv of the RFPQS, in order to give the participant to the Tender the option either to demonstrate compliance with the threshold requirements stipulated in Section III.A.9.iv of the RFPQS by reference projects it performed, or to allow the participant to demonstrate compliance with those threshold requirements by presenting an experience provider which performed the required projects. Such experience provider shall not be a member of the Consortium, but shall be required to perform the applicable scope of work (high end audio visual systems and simultaneous interpretation system), if Tender shall be awarded to the participant. Similarly, kindly amend the requirement set forth in Section III.B.3, third paragraph, of the RFPQS in order to give the participant the option to demonstrate completion of reference projects where a multiple language interpretation system or a broadcasting system was implemented, either by the participant itself, or by the above mentioned experience provider.</p>		
26	<p>We are an AV/IT/Lighting Integration firm, we seek to enter the bidding for this project in Switzerland and would like to know if this tender covers those areas or is all inclusive?</p> <p>Please explain how we can tender for just our speciality?</p>	Clarification 18	<p>The planned renovation works is likely to include some of these requirements. At present the exact requirements are still being finalized. This information will form part of the RFP Tender Documentation to be issued at the RFP stage to the prequalified General Contractors.</p> <p>Please see responses to Question 10 and 23 above.</p>

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27	Can the UNOG provide a letter of Assistance to obtain an Entry visa to Switzerland to participate in the Non-Mandatory Information Session and/or the Optional Site Visit to the premises?	Clarification 19	Yes, a letter of Assistance can be provided.  Firms should provide the names and titles of the persons as well as a copy of the national passport.
28	Can you let us know when the RFP project documentation may be expected to be released?	Clarification 20	It is anticipated that the RFP Tender Documentation will be issued sometime in Autumn (September/October/November) of 2018.
29	How does the UN compare Swiss currency (CHF) to the American Dollar (USD)?	Clarification 21	The United Nations (UN) Treasury publishes Operational Rates of Exchange that are updated on a bi-monthly basis. The UN rates are published at the following address. <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a>
30	Can we submit our financial proposal in USD?	Clarification 21	No. The SHP project budget is predominantly in CHF, therefore price submissions for the larger construction contracts will be required in CHF.
31	Bank Guarantee Attachment 7: we do not understand why you want 25 million CHF from guarantor banks.  Are you going to release 25 million CHF for the contract?	Clarification 21	The United Nations Secretariat may require a successful contractor to furnish performance bonds in the UN standard format or similar forms of financial guarantee. The amount of performance bonds / guarantees will vary depending on the nature of the requirements. Due to the overall value of the project, and the significant risks involved if a Contractor fails to perform, the UN will require the General Construction firm or joint venture that is awarded the contract to provide a bank guarantee of up to CHF 25 million due to the contract value which is estimated to be between CHF 240 to 260 million
32	How many firms will be considered to do Contract 2?	Clarification 21	General Contractors may submit a proposal as either an individual firm or as a Joint Venture. Joint Ventures shall be limited to a maximum five firms.
33	If younger firms demonstrate that they possess the technical ability and management resources to do the job, but have no previous work experience to show, how will you evaluate such younger firms?  We know that technology is dynamic and younger firms can assemble wonderful talents and innovative technology to deliver new products that may exceed what older firms must have done and presented.	Clarification 21	The selection of suitably experienced prequalified General Contractor firms or JV's will be made on the basis of the criteria stipulated in the Request for Prequalification Submission documentation.  The criteria require that the General Contractor firms or JV's demonstrate suitable previous experience in renovation contracts due to the key challenges that they will face during the works in the historical buildings of a fully operational Palais des Nations campus.

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			The General Contractor will be responsible for the selection, appointment and administration of trades and suppliers and other subcontractors.
34	How did the general assembly arrive at budget limit of 240-260 million CHF? We expect the renovation of the Historical building to procure the best components in the world market and install /assemble them in such a manner that will produce a sustainable edifice for 5-8 generations.	Clarification 21	The SHP budget has been constructed on the basis of technical analysis and allocated toward the objectives of the project in accordance with the approval of the General Assembly.
35	Your PQC is silent on a very important social character of the firm that will do the work: multiracial personnel cutting across all continents. Should that not be an important factor to be consider?	Clarification 21	Suppliers to the UN must conform to the UN Supplier Code of Conduct which include a number of 'Environmental, Social and Governance (ESG) criteria.'
36	With reference to Section III, Part A, Mandatory Criteria, no. 4 "Bank guarantee for performance" and with reference to the Attachment 7, please clarify if, in case of a consortium, the Leader shall provide the Attachment 7, duly filled, or if it's possible that each member of the Consortium provides the relevant attachment 7 for an amount corresponding to the percentage of participation into the Consortium, so that the total amount of the Guarantee provided by the Consortium is CHF 25 million.	Clarification 22	Yes, see response to Question 25 above.
37	With reference to Section III, Part A, Mandatory Criteria, no. 4 "Bank guarantee for performance" we kindly ask you to confirm that in order to provide evidence that the firm or any of the members of the Consortium is able to provide a Bank guarantee of performance amounting up to CHF 25 million and with the wording of the attachment 7 it's sufficient to confirm this issue flagging YES in the point 2.4 of the Statement of Qualification Questionnaire (Attachment 4).	Clarification 23	Yes, this is correct. At this stage we simply require your confirmation.
38	In order for our firm to make a determination as to whether we would like to prequalify and bid for this project, we have read the United Nations General Conditions of Contract, and have the following questions upon them:  Waiver of Immunities.	Clarification 24	As provided in the UN General Conditions of Contract, any arbitration award rendered by an arbitral panel shall be the final adjudication of the dispute at issue. If an arbitral panel determines that the UN is to pay a monetary sum to the Contractor in connection with an arbitration between the UN and the Contractor, then the UN is bound by international law to abide by that

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	What are the remedies of a Contractor against the United Nations (UN) if there is an Arbitration, and the Arbitration ruling finds that the UN must pay? Will the UN pay? If not, is there any authority that can make the UN pay?		<p>determination for the reasons described below. This is standard in UN contracting, including with respect to all UN construction contracts.</p> <p>The United Nations has been accorded certain privileges and immunities which are necessary for the fulfilment of the purposes of the Organization. Pursuant to Article 105, paragraph 1, of the Charter of the United Nations ("the UN Charter"), "the Organization shall enjoy in the territory of each of its Members such privileges and immunities as are necessary for the fulfilment of its purposes." Article 105, paragraph 3, of the UN Charter stipulates that "[t]he General Assembly may make recommendations with a view to determining the details of the application of paragraph [] 1 ... of this Article or may propose conventions to the Members of the United Nations for this purpose." In order to give effect to Article 105 of the UN Charter, the General Assembly of the United Nations adopted the Convention on the Privileges and Immunities of the United Nations ("the General Convention") on 13 February 1946. Switzerland acceded to the General Convention on 22 September 2012.</p> <p>Article VIII, Section 29 of the General Convention requires the United Nations to make provision for "appropriate modes of settlement of disputes arising out of contracts or other disputes of a private law character to which the United Nations is a party." As reflected in the long-standing practice confirmed by the Secretary-General, the General Assembly has determined that arbitration under the Rules of the United Nations Commission on International Trade Law ("UNCITRAL") is the preferred mode of settlement for disputes arising out of contracts to which the United Nations is a party.</p> <p>The UN is bound by the General Convention to abide by the determinations of an arbitral panel. In this regard, Article VIII, Section 30 of the General Convention provides that any Member State that is a party to the General Convention is authorized to bring a case before the International Court of Justice to enforce obligations arising out of the application of the General Convention. In the 73-year history of the UN, however, there has been no instance of any Member State bringing a case regarding a failure by the UN to abide by the terms of an arbitral award.</p>
39	Limitations of Liabilities	Clarification 24	No, the UN does not envisage capping the liabilities of the Contractor under the contract. Given that

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	The UN do not cap the liabilities of the Contractor. Does the UN envisage capping the liabilities for the renovation construction contract?		the funding for the construction project is largely from taxpayer monies contributed by UN Member States, it is important that the UN makes strong efforts to be made whole for damages that are caused by the acts or omissions of the Contractor. However, given that Swiss substantive law will apply to the contract and given that such law generally provides conventional standards and limitations regarding the amount that a party may recover for breach of contract claims ( <i>i.e.</i> , regardless of there being no cap expressly provided in the written contract), the Contractor should be able to establish for itself some assurance that its potential liability under the contract would not be unlimited. Nevertheless, please see the response to Question 43 below.
40	<p>Contract Termination</p> <p>It is stated that the UN may terminate the contract for cause, does this mean that any breach of contract no matter how small would allow termination of the contract by the UN?</p> <p>Can the Contractor terminate or suspend the Contract should the UN be in breach of their obligations under the Contract?</p>	Clarification 24	<p>The contract will provide the UN with the right to terminate the contract for any breach of contract by the Contractor, whether major or minor. Furthermore, the contract will provide the UN with the right to terminate the contract for convenience. Notwithstanding the breadth of these termination rights, any termination of the contract would be done with considerable contemplation by the UN given the extreme complexities that would be involved in hiring a replacement contractor for this major, multifaceted construction project.</p> <p>The Contractor will not have the right to suspend work or terminate the contract in the event it believes that there is breach of contract by the UN. However, the Contractor shall have the ability to submit claims for time and monetary compensation, as appropriate. In addition, the Contractor will have the rights to terminate the contract in certain circumstances in which there has been a prolonged suspension of the construction work.</p>
41	<p>Force Majeure / Changes in Conditions or Legislation.</p> <p>Should there be any changes in legislation applicable to the contractor under the Contract, would the UN pay any additional monies should such changes cause an increase to the costs to the Contractor? Or should this be considered in the commercial risks?</p>	Clarification 24	Should there be changes in legislation applicable to the Contractor under the contract, any such potential additional costs should be considered in the commercial risk and included in the pricing of the commercial proposal.
42	Indemnification	Clarification 24	If there are third party claims against the UN that the Contractor has been asked by the UN to

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	Is the Contractor liable to pay for expenses to defend the UN and its officials, agents and employees even if it is an act or omission of the UN which has caused the damages or injuries to third parties?		defend on the UN's behalf and for which the Contractor is not otherwise required to indemnify the UN, then the Contractor shall be entitled to reasonable compensation for its work.
43	Could you indicate how the UN foresees to complete the evaluation of legal and contractual aspects at RFP stage? Will the UN include a form of Contract in the RFP solicitation documents for the firms to review? Can the firms submit a mark-up of the contract or would it be mandatory to accept?	Clarification 24	A form of contract will be included as part of the RFP solicitation documents. It is currently foreseen that Bidders can submit comments with respect to the draft contract. Certain provisions of the contract, however, will not be subject to change (e.g., the provisions that indicate that the UN's privileges and immunities cannot be waived). As part of the evaluation process, bidder comments will be scored on whether they, among other things, increase the risk profile of the UN, the difficulty in contract administration, and the difficulty in timely completing contract execution without protracted negotiations. As such, it is recommended that bidders be highly judicious with respect to their commenting on the form of contract. The exact process will be confirmed in the RFP.
44	Payments by the UN. Is there a mechanism for the Contractor to suspend their provision of services in the case that the UN does not pay their invoices?	Clarification 24	Given the overarching need to keep the project on schedule, the Contractor will <u>not</u> have the right to suspend work if the UN does not timely pay its invoices. However, in the event that the UN does not pay invoices, the Contractor will have certain rights under the contract to make claims for additional compensation, as appropriate.
45	For the reference projects requested, would the UN consider a metro station to be a public building?	Clarification 24	Yes, for the purpose of the prequalification, the UN considers that a metro station is a public building.
46	Can a reference project be ongoing or does it need to have been completed?	Clarification 24	Yes, reference projects can be either ongoing or completed and in line with the timescales stipulated in the criteria.
47	Can the reference project of the Parent Company or their turnover be used for a wholly owned subsidiary, or does the Parent company need to be incorporated into the proposed Joint Venture?	Clarification 24	In the case that it is necessary to use the reference projects or turnover of the Parent Company to comply with the prequalification criteria, then the Parent Company should be part of the General Contractor Joint Venture entity.
48	Does the United Nations have a black list, comparable to the one published by the World Bank for construction and related firms?	Clarification 24	The UN considers individuals, groups, undertakings and entities designated on Sanctions List under respective Security Council resolutions to be ineligible to receive a UN contract award.

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			<p>The UN also consider the vendors on the World Bank Listing of Ineligible firms to be ineligible to receive a UN contract award. See following links:</p> <p><a href="http://web.worldbank.org/external/default/main?theSitePK=84266&amp;contentMDK=64069844&amp;menuPK=116730&amp;pagePK=64148989&amp;piPK=64148984">http://web.worldbank.org/external/default/main?theSitePK=84266&amp;contentMDK=64069844&amp;menuPK=116730&amp;pagePK=64148989&amp;piPK=64148984</a></p> <p><a href="http://www.worldbank.org/en/about/corporate-procurement/business-opportunities/non-responsible-vendors">http://www.worldbank.org/en/about/corporate-procurement/business-opportunities/non-responsible-vendors</a></p> <p>In addition, firms considered as ineligible by the UN Secretariat, due to poor contractual performance or for having committed an act of fraud or another corrupt practice, are also ineligible to receive a UN contract award.</p>
49	<p>Concerning the submission of attachment 4 and the relevant supporting documents for the RFPQS mentioned in the subject, in case of Consortium could you please confirm that:</p> <ol style="list-style-type: none"> <li>1. Within a sole submission the Consortium has to provide one attachment 4 for each member and each one has to be signed only by the Company to which the attachment 4 refers</li> <li>2. Within a sole submission the Consortium has to provide supporting documents to attachment 4 for each member and each one have to be signed only by the Company to which the documents refer.</li> </ol>	Clarification 25	Yes, this is correct, each member of the Consortium shall fill out Attachment 4 and requested supporting documents.
50	Concerning the common documents to be submitted by a Consortium (attachment 9, attachment 10 and the technical report related to the score criteria) could you confirm that these documents shall be signed and stamped only the Lead Firm?	Clarification 25	Yes, it is acceptable if only the Lead Firm signs and stamps Attachments 9 and 10, and respective attachments.
51	With reference to Section 4, point 5 of the RFPQS rev 5, please confirm that it is sufficient that firm's documents with are not originally in English, are provided accompanied by a translation into English made by a certified translator with its professional stamp.	Clarification 25	Yes, this is sufficient.

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52	Concerning the filling of the table related to the turn-over of the Firm(s) included in point 2.6 of Attachment 4, in case of official figures in Euros, is it possible to fill the table in Euros? If not, how can we convert figures in CHF?	Clarification 25	<p>Yes, in the case that your Financial Statements are in a currency other than CHF, please indicate the currency.</p> <p>The UNOG will convert to the UN exchange rate of the month and year that the Financial Statements were issued.</p> <p>The UN rates are published at the following address.  <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a></p>
53	With reference to the deadline of 18th June 2018, due to the complexity and high value of the works and of the requirements, we kindly ask you to postpone the deadline of at least 2 weeks in order to allow us to set-up a qualified groups of firms and properly prepare the prequalification submission.	Clarification 25	<p>The submission deadline has been extended to 2 July 2018.</p> <p>Please refer to revision 2 of RFPQS/EOIUNOG15012.</p>
54	We refer to the above mentioned RFPQS to kindly request a 15-day extension on the delivery date.	Clarification 26	Please see response to question 53.
55	<p>The UNOG informed the candidates in its response to question 22 (Attachment 11 of the RFPQS) that a Firm or a Joint Venture (a "Candidate") may name a supply chain partner at the PQ Stage to demonstrate the required level of experience within its overall team as required under Sections III.A.9 and III.B of the RFPQS.</p> <p>We hereby request UNOG's confirmation that a subcontractor teaming up in a specific Candidate's team during the PQ Phase and the Tender process will still be entitled to act as a supplier for the execution of the Project in the event another Candidate would be eventually awarded the Tender.</p>	Clarification 27	<p>Subcontractors or supply chain companies which team up with a specific General Contractor firm or JV during the prequalification phase (as well as during the tender phase) would <u>not</u> be excluded by UNOG from later teaming up with a different General Contractor firm or JV on these grounds.</p> <p>UNOG confirms that the successful General Contractor or JV, which is awarded the contract, <u>may</u> appoint a Subcontractor or supply chain company that had been associated with an unsuccessful bidder at either the Prequalification or the tender stage during the solicitation process.</p> <p>Ultimately it is entirely the responsibility of the successful General Contractor or JV to select and appoint its Subcontractors and supply chain companies, irrespective of the prior affiliations of these subsidiary companies during the UNOG solicitation process.</p>
56	We are a member of a JV that will participate at the qualification for the above mentioned works, asked for the following clarification:	Clarification 28	<p>We confirm that only certified and audited Financial Statements should be submitted with the Prequalification Submission.</p> <p>In the case that the 2017 Financial Statements are not yet certified and audited, please indicate this</p>



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	<p>Our 2017 Financial Statement, in compliance with the law, has not yet been approved and will be approved within the next June 30.</p> <p>At the moment the 2017 Financial Statement is neither audited, nor certified.</p> <p>We ask you to confirm that we can take into account, for the present qualification, the financial statements of the years 2014-2015-2016 (audited and certified).</p>		<p>under Section 3 of Attachment 4. We will then accept the certified audited financial statements for the previous periods.</p>
57	<p>Concerning the quality certificates ISO9001 can the certifications be provided as attachment to the report concerning the score Criteria or they have to be included in the max four pages related to the topic Quality Assurance? Each certificate is one page so in case of consortium it's a loss of pages in case they have to be included in the max pages dedicated to Quality Assurance.</p>	Clarification 29	<p>Please note that the page limitation concerns the narrative and that requested attachments such as certificates are not counted in the page limitation.</p>
58	<p>Relevant experience – implementation of Building Information Management (BIM).</p> <p>Sections III.A.9.v and III.B.8 of the RFPQS requires demonstration of relevant experience with respect to implementation of Building Information Management (BIM) of building construction or renovation projects. We hereby ask UNOG to demonstrate compliance with the BIM threshold requirement by presenting a reputable design or engineering firm (or designer/engineer) which was engaged as a coordinator or design manager in construction or renovation projects where BIM system was implemented. Such design coordinator or design manager shall be engaged by the undersigned in the project and therefore, the experience it has gained shall be implemented in the project. The foregoing manner to demonstrate compliance with the BIM experience requirement is similar to the method of demonstrating experience requirements by chain supplier/chain sub-contractor, which was already approved by UNOG and therefore does not in any way impair the experience that the candidate is required to demonstrate.</p>	Clarification 30	<p>Please note that the Building Information Model is a vital component in the management of this project.</p> <p>We confirm that this can be dealt with in line with the response to Question 22 above. (text repeated below for clarity):</p> <p><i>"However, a Firm or JV may name a supply chain partner(s) at this stage to demonstrate the required level of experience within their overall team. In this case, should they choose to utilize another firm than the one they relied upon at the RFPQS stage, then they must demonstrate that the alternative firm(s) is / are of at least the equivalent standing / level and shall seek the UN's approval to such a change in their subcontractors."</i></p> <p>Part of the response to question 25 above is also relevant (text also repeated below for clarity):</p> <p><i>"When presenting the reference projects it should be clearly stated which of the firm(s) in the Joint Venture / Consortium or Supply Chain Member the reference project belongs to."</i></p>
59	Relevant experience – General.	Clarification 30	<p>We confirm that such relevant experience can be demonstrated from projects completed by a</p>

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	Sections III.A.9. III.B of the RFPQS require demonstration of relevant experience in different projects and disciplines. In this regard, we ask UNOG to allow candidates to demonstrate compliance with such experience requirements by presenting projects which were executed by fully-owned subsidiaries or by subsidiaries under the Firm's control (the "Subsidiaries"), with no additional conditions. It is indeed common practice in large construction groups that different ongoing projects are allocated to various Subsidiaries of the Firm and the client allows participants to refer to the experience of their Subsidiaries to demonstrate their eligibility to comply with threshold requirements.		subsidiary company provided that the firm submitting the Prequalification documents is indeed the parent company that controls the subsidiary in question.
60	With reference to Section III Part B – Scored Written Criteria, no. 1 Document Format. Since we are in JV and the supporting documents for Attachment 4 will be voluminous, considering that each company have to submit the 3 years' annual reports, company registration documents and other related documents, we kindly ask you to confirm- - If we can submit a total of 4 files. 1 file each of the 3 JV member for Attachment 4 as well as its supporting documents and a 4th file containing Attachment 9, 10 and the documents required in Section III, Part B Nos. 2 to 11.	Clarification 31	We confirm that there is no limitation to the number of electronic files that can be submitted.  The proposed approach described appears to be organized in a way that will enable us to easily review the prequalification submission.
61	Can supporting documents can be submitted as it is, without the required simple design header and footer.	Clarification 32	Yes, but please identify a title page or, at least, indicate a title on the first page of each supporting document so that we can easily identify it in the reference framework of the prequalification criteria so as to ensure it is clear which question it is answering.
62	With reference to the deadline of 2nd July 2018, due to the complexity and high value of the works and of the requirements, we kindly ask you to postpone the deadline of at least 2 weeks (i.e. 16th July 2018) in order to allow us to set-up a qualified groups of firms and properly prepare the prequalification submission.	Clarification 33	The submission deadline has been extended to 9 July 2018. Please refer to revision 3 of RFPQS/EOIUNOG15012.
63	We re-confirm our interest to participate in this RFPQS. However, we would be grateful if you could grant us a week extension of the	Clarification 34	Please see response to question 62.

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	deadline for the RFPQS to allow us to present a thorough submission.		
64	We re-confirm our interest to participate in this RFPQS. We would be grateful if you could grant us a week extension of the deadline for the RFPQS.	Clarification 35	Please see response to question 62.
65	We will not be able to meet the 2 July 2018 deadline and would like an extension to 6 July 2018.	Clarification 36	Please see response to question 62.
66	We re-confirm our interest to participate in this RFPQS. However, we would be grateful if you could grant us a week extension of the deadline for the RFPQS to allow us to present a thorough submission.	Clarification 37	Please see response to question 62.
67	We would like to request you that we need 3 weeks/ 21 days' time extension for prepare and submission for RFPQS Revision 1 with reference EOIUNOG15012 for the Renovation of the Historical Buildings (Buildings A, B, C, D and S) at the Palais des Nations in Geneva, Switzerland and kindly provide us the time extension up to 24 July 2018 for this RFPQS.	Clarification 38	Please see response to question 62.
68	Our work is still in progress and it would be interesting for our team to beneficiate from 1 additional week.  Could you please confirm the new deadline for 9th of July?	Clarification 39	Please see response to question 62.
69	Nous vous demandons une extension de délai d'une semaine soit au 9 juillet 2018 pour le rendu des pièces justificatives du projet susmentionné.	Clarification 40	Please see response to question 62.