# REQUEST FOR QUOTATION RFQ 022/17

| NAME & ADDRESS OF FIRM | DATE: April 14, 2017 |
|---|---|
| | REFERENCE: **Renovation of working office space (rooms) in UN House, Yerevan, Armenia** |

Dear Bidder:

We kindly request you to submit your quotation for "**Renovation of working office space (rooms) in UN House, Yerevan, Armenia a"** detailed in Annex 1 of this RFQ.

Quotations may be submitted on or before **18:00** (local time), **April 28, 2017** and via ☒*e-mail, or* ☒*courier mail* to the address below:

**tenders-armenia@undp.org**

**or**

**United Nations Development Programme**
**14 Petros Adamyan street, 0010, Yerevan**

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 3 transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

| | |
|---|---|
| Delivery Terms [INCOTERMS 2010] | N/A |
| Customs clearance[1], if needed, shall be done by: | N/A |
| Exact Address of Delivery Location: | UN House, 14 P. Adamyan Str., Yerevan, 0010, Armenia |
| Latest Expected Delivery | ☒ 60 days from the signing of works contract (the works should be delivered in the following order: Lot1 renovation of the room 314; Lot 2-renovation of the room 315 and Lot 3- renovation of the rooms 300 and 311) |
| Delivery Schedule | ☒Required |
| Mode of Transport | ☐LAND (preferred) ☐ SEA |
| Preferred Currency of Quotation[2] | ☒United States Dollars or<br>☒Local Currency : Armenian drams |
| Value Added Tax on Price Quotation[3] | ☒ Must be exclusive of VAT and other applicable indirect taxes |
| After-sales services required | ☒Warranty minimum period of 1 year for the work done. |
| Deadline for the Submission of Quotation | *Friday, April 28, 2017, 18:00 local time* |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | ☒ English<br>or<br>☒ Armenian |
| Documents to be submitted[4] | ☒ Duly Accomplished Form as provided in Annex 2 (Tables 1, 2, 3, 4, 5, 6, 7, 8), and in accordance with the list of requirements in Annex 1;<br>☒ Latest Business Registration Certificate;<br>☒ Latest Internal Revenue Certificate / Tax Clearance;<br>☒ Copies of general construction license;<br>☒ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;<br>☒ List of at least 3 past similar contracts successfully completed<br>☒ Construction timetable<br>☒ Proof of technical capacity (machinery and equipment) highlighting the models.<br>☒ Proof of professional capacity (technical staff); CVs of main professional staff (experts).<br>☒ Others: Written guarantee on availability of the required staff, workforce, machinery and equipment within two weeks after the contract signing |
| | ☒ 90 days |

[1] *Must be linked to INCO Terms chosen.*
[2] *Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.*
[3] *This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.*
[4] *First 2 items in this list are mandatory for the supply of imported goods*

| | |
|---|---|
| Period of Validity of Quotes starting the Submission Date | In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation. |
| Partial Quotes | ☒ Not permitted |
| Payment Terms | ☒ 100% upon complete delivery of goods |
| Evaluation Criteria | ☒ Technical responsiveness/Full compliance to requirements and lowest price[5]<br>☒ Full acceptance of the UNDP General Terms and Conditions<br>☒ Compliance to the following **administrative** criteria:<br>-Bid should be submitted before the tender deadline.<br>-Bid should be valid for the period as mentioned in section: Period Validity of Quotes.<br>- Bid is signed by the Authorized person.<br>- Bid includes all required documents as indicated in the section: Documents to be submitted.<br>☒ Compliance to the following **technical** criteria<br>a. A construction company with the valid Registration.<br>b. Price offers can be submitted by legal entities having at least 3 years of proven experience in construction of similar types of buildings.<br>c. Minimum 3 similar projects taken over the last 3 years.<br>d. Valid general construction license for requested works based on the technical documentation.<br>e. Availability of relevant equipment/tools, staff and machinery.<br>f. Works should be performed within 60 days. |
| UNDP will award to: | ☒ One and only one supplier |
| Type of Contract to be Signed | ☒ Works contract |
| Conditions for Release of Payment | ☒ Written Acceptance of Goods based on full compliance with RFQ requirements. |
| Annexes to this RFQ[6] | ☒ Specifications of the Goods Required (Annex 1)<br>☒ Form for Submission of Quotation (Annex 2)<br>☒ General Terms and Conditions / Special Conditions (Annex 3).<br>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process. |
| Contact Person for Inquiries (Written inquiries only) | Procurement.armenia@undp.org<br>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |

[5] *UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.*

[6] *Where the information is available in the web, a URL for the information may simply be provided.*

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:
http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**
*Procurement Unit*

**Annex 1**

# TECHNICAL SPECIFICATION

**Please see attached: BoQ_300_311_314_315_2017.xls and drawings.**

**The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based Attached Bill of Quantities. Quotation with NO completed Bill of Quantities will be disqualified.**

**Annex 2**

# FORM FOR SUBMITTING SUPPLIER'S QUOTATION

***(This Form must be submitted only using the Supplier's Official Letterhead/Stationery)***

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We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ 022/17**:

Date: *[insert date (as day, month and year] of Bid Submission*]

**Table 1: General information**

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. In case of Joint Venture (JV), legal name of each party: *[insert legal name of each party in JV]* |
| 3. Actual or intended Country/ies of Registration/Operation: *[insert actual or intended Country of Registration]* |
| 4. Year of Registration in its Location: *[insert Bidder's year of registration]* |
| 5. Legal Address/es in Country/ies of Registration/Operation:*[insert Bidder's legal address in country of registration]* |
| 6. Banking details: |
| 7. Value and Description of Top three (3) Biggest Contract for the past three (3) years |
| 8.List available licenses and their validity: |
| 9. List contact details of at least 3 business partners/clients that can provide references on similar nature works. |
| 10. Bidder's Authorized Representative Information<br><br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 11. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? ☐ YES or ☐ NO |
| 12. Attached are copies of original documents of:<br><br>☐ All eligibility document requirements listed in the Data Sheet |

## Table 2: Similar construction works within past 3 years

| Name of project | Client | Contract Value | Period of activity | Types of activities undertaken | Status or Date Completed | References Contact Details (Name, Phone, Email) |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

**Table 3: Personnel**

| # | Name | Position | Qualification | Work experience, years | Status: permanent/temporary |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Table 4.Current liabilities**

| # | Brief contract description (type of work, volumes) | % of performed works on the date of bid submission | Name of the involved personnel (please indicate the personnel which to be involved in this assignment) |
|---|---|---|---|
| **1** | | | |
| **2** | | | |
| **3** | | | |
| **4** | | | |
| **…** | | | |
| **N** | | | |

**Table 5: Schedule of works:**

| # | Work type | Duration | Start date | End date |
|---|---|---|---|---|
| **1** | Lot1 renovation of the room 314 | | | |
| **2** | Lot 2-renovation of the room 315 | | | |
| **3** | Lot 3- renovation of the rooms 300 and 311 | | | |

## Table 6: Financial offer

| No. | Deliverables | Price (currency) VAT exclusive |
|---|---|---|
| 1 | **Renovation of working office space (rooms) in UN House, Yerevan, Armenia** | |
| 2 | Total | |
| | | |

### Table 7: Bill of Quantities

**Renovation of working office space (rooms) in UN House, Yerevan, Armenia – Please refer to BoQ_300_311_314_315_2017.xls**

**The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based Attached Bill of Quantities. Quotation with NO completed Bill of Quantities will be disqualified.**

**Table 8: Other information related to this RFQ**

| No | Description | Availability (Yes/No) | Notes |
|---|---|---|---|
| 1 | Technical responsiveness/Full compliance to requirements and lowest price | | |
| 2 | The company service provider/suppliers must have at least 3 years of experience in similar field, confirmed by information on implemented projects. | | |
| 3 | Minimum 1 years warranty on the works done. | | |
| 4 | Full acceptance of the PO/Contract General Terms and Conditions | | |
| 5 | Availability of general construction license | | |
| 6 | Delivery/completion of works in 60 days | | |

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

*[Name and Signature of the Supplier's Authorized Person]*
*[Designation]*
*[Date]*

# General Conditions of Contract for Civil Works

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____[**INSERT PROJECT NUMBER AND TITLE**]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform _____ **[INSERT SUMMARY DESCRIPTION OF THE WORKS]** (hereinafter referred to as the "Works"), in accordance with the following Contract:

## 1.Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Civil Works, _____ **[INSERT REVISION NUMBER AND DATE FROM THE CONTRACTS DOCUMENTS LIBRARY]**, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) this letter;

b) the Technical Specifications and Drawings [ref. .....dated.....], attached hereto as Annex II;

c) the Contractor's Tender _____ **[IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT: including the Priced Bill of Quantities]** [ref....., dated .....], as clarified by the agreed minutes of the negotiation meeting[7] [dated.....], not attached hereto but known to and in the possession of both parties.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

[7] If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Technical Specifications/Drawings, as appropriate.

_____ **[INSERT NAME AND ADDRESS OF THE CONTRACTOR]**

## 2. Obligations of the Contractor

2.1 The Contractor shall commence work within ___ **[INSERT NUMBER OF DAYS]** days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by ../../.... **[INSERT DATE]**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.

2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by ../../.... **[INSERT DATE]**.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

**OPTION 1 (FIXED PRICE)**

## 3. Price and Payment[8]

3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Invoices shall be submitted by the Contractor to the Engineer upon achievement of the corresponding milestones and for the following amounts:

| MILESTONE[9] | AMOUNT | DATE |
|---|---|---|
| Upon signature of Contract | ..... | ../../.... |
| ..... | ..... | ../../.... |
| Upon substantial completion of Works | ..... | ../../.... |
| Upon final | | |

[8] This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.
[9] In the case of advance payments, the amount should not exceed 15%.

completion of Works ..... ../../....

**OPTION 2 (COST REIMBURSEMENT)**

**3. Price and payment**

3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.

3.3 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.

3.4 The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties, invoices for the work performed and materials utilized every _____ **[INSERT PERIOD OF TIME OR MILESTONES]** and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.[10]

*[THE FOLLOWING CLAUSES ARE COMMON TO OPTIONS 1 & 2 AND MUST BE NUMBERED ACCORDING TO THE OPTION CHOSEN FOR ARTICLE 3]*

3.@ UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.

3.@ Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.

3.@ Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

[10] In the case of advance payments, the amount should not exceed 15%.

## 4. Special conditions[11]

4.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee [12]for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.[13]

4.2 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE OF TOTAL CONTRACT PRICE THAT THE ADVANCE REPRESENTS]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.[14] Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee referred to in 4.1 above.

4.3 The Performance **[SELECT BOND/GUARANTEE]** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of _____ **[INSERT -PERCENTAGE OF THE TOTAL]**

**ESTIMATED OR FIXED PRICE OF THE CONTRACT IN THE CASE OF A GUARANTEE AND 30% IN THE CASE OF A BOND]**.[15]

4.4 ***[THE USE OF THIS CLAUSE REQUIRES APPROVAL BY THE PROJECT DIRECTOR/UNDP PROGRAMME OFFICER*]** The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.

4.5 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of.....**[CONSULT THE ENGINEER FOR APPROPRIATE AMOUNT]**.

4.6 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be ___ **[INSERT PERCENTAGE]** of the price of the Contract per week of delay, up to a maximum of 10% of the final price of the Contract.

## 5. Submission of invoices

[11] Under this Section, the Programme Officer may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted.

[12] If the legislation of the Country of the Contractor forbids the use of bank guarantees, a bond may be accepted.

[13] This clause must be used when an advance payment of $50,000 or more is granted to the Consultant..

[14] This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract.

[15] The reason for the distinction between a 10% bank guarantee and a 30% performance bond is that bank guarantees are generally unconditional and can be called directly without proof of nonperformance, whereas most performance bonds are conditional and require some proof of nonperformance. There are usually additional costs and time delays incurred with cashing a performance bond and so a higher percentage is requested to cover the extra work involved. Some banks outside of the U.S. may call certain guarantee instruments, "performance bonds or guarantees" although they may only be conditional guarantees. It is important to review the text of the instrument to determine whether it is a conditional or unconditional guarantee.

5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.

5.2 Invoices submitted by fax shall not be accepted by UNDP.

## 6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

**_____ [NAME OF THE BANK]**

**_____ [ACCOUNT NUMBER]**

**_____ [ADDRESS OF THE BANK]**

## 7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

## 8. Notifications

8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

**_____ [INSERT NAME OF RR OR DIVISION CHIEF]**
Chief
United Nations Development Programme

Ref. _____/_____/_____ **[INSERT CONTRACT REFERENCE & NUMBER]**

Telex:_____

Fax:_____

Cable:_____

**For the Contractor:**

_____
[Insert Name, Address and Telex,
Fax and Cable Numbers]

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

_____
[Insert Name, Address and Telex,
Fax and Cable Numbers of the Engineer]

**OR**

8.2 UNDP shall communicate as soon as possible to the Contractor after the signature of the Contract, the address of the Engineer for the purposes of communication with the Engineer under the Contract.

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

**[INSERT NAME OF RR or Bureau/Division Director]**

For [Insert name of the company/organization]

Agreed and Accepted:

Signature _____

Name _____

Title _____

Date _____