

REQUEST FOR PROPOSAL (RFP 109/22)

	DATE: August 15, 2022		
NAME & ADDRESS OF FIRM			
	REFERENCE: Technical supervision of roof		
	renovation works for 6 kindergartens		

Dear Sir / Madam:

We kindly request you to submit your Proposal for the *Technical supervision of roof renovation* works for 6 kindergartens (the detailed TOR is attached separately as Annex 1a).

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before, **9 September 2022, 4:00 pm** local Yerevan time (GMT +4) via email, **only**:

to the following e-mail address: tenders.armenia@undp.org

Please note that proposals received through any other e-mail address will not be considered. Your Proposal must be expressed in the English, and valid for a minimum period of 60 days calendar days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

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 Proposal. 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 Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3 (http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html).

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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:

https://www.undp.org/procurement/business/protest-and-sanctions

UNDP encourages every prospective Service Provider to prevent and avoid 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, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: UN Supplier Code of Conduct | UN Procurement Division

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Procurement Unit UNDP Armenia

Description of Requirements

Context of the Requirement	Technical supervision of roof renovation works for 6 kindergartens
Implementing Partner/s of UNDP	Yerevan Municipality
Brief Description of the Required Services ¹	The main objective of the task is to implement technical supervision of roof renovation/replacement works and roof thermal insulation of 6 kindergartens, ensuring that the works are carried out in accordance with the technical specifications, designs, quality standards, relevant national and international (where applicable) requirements and best engineering practices.
List and Description of Expected Outputs to be Delivered	As per Annex 1a – Terms of Reference (TOR)
Person to Supervise the Work/Performance of the Service Provider	"De-risking and Scaling-up Investment in Energy Efficient Building Retrofits" UNDP-GCF Project Coordinator
Frequency of Reporting	As per TOR (Annex 1a) p. VI, Key Expected Results
Progress Reporting Requirements	As per TOR (Annex 1a) p. VI, Key Expected Results
Location of work	✓ Exact Address as provided in <u>Annex 1a, paragraph. III</u>☐ At Contractor's Location
Expected duration of work	In accordance with implementation schedule of construction works
Target start date	September 2022
Latest completion date	January 2023
Travels Expected	As per Annex 1a – Terms of Reference (TOR)
Special Security	☐ Others
Requirements	⋈ Not Required
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	
Implementation Schedule indicating breakdown and timing of activities/subactivities	⊠ Required
Names and curriculum vitae	
of individuals who will be	⊠ Required
involved in completing the services	□ Not Required
Currency of Proposal	☐ United States Dollars (USD) ☐ Euro ☐ Local Currency (AMD) (will be converted in accordance to UNORE)

 $^{^{1}}$ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

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Value Added Tax on Price		☐ must be inclusive				
Proposal ²						
Validity Period of Proposals		⊠ 60 days				
(Counting for the last		\square 90 days				
submission of quotes))	☐ 120 days				
		In exceptional circumstances, UNDP may request the Proposer to extend				end
		the validity of the Proposal beyond what has been initially indicated in				
		this RFP. The Proposal shall then confirm the extension in writing,				
		without any modification whatsoever on the Proposal.				
Partial Quotes		☑ Not Permitted				
Payment Terms ³		Outputs	Percentage	Timing	Condition for	
					Payment Release	
	Payment will be made from the beginning of construction on a monthly-basis, for the previous one month		-	monthly-basis, for the previous one month	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service	
- ()		"			Provider.	
Person(s) to review/ir		"De-risking and Scaling-up Investment in Energy Efficient Building Retrofits" UNDP-GCF Project Coordinator				
approve outputs/com services and authorize	•	הפנוטוונג טאטצ-טנ	r Project Coor	uiilatui		
disbursement of payn						
Type of Contract to be		⊠ Contract for Comicos				
Signed	C	☑ Contract for Services				
Criteria for Contract Award		M Lawart Drice Overte among technically recovering offers				
Cinteria for Contract P	waru	 ☑ Lowest Price Quote among technically responsive offers ☐ Highest Combined Score (based on the 70% technical offer and 30% 				
		price weight distribution), where the minimum passing score of technical				
		proposal is 70%.				
		☐ Full acceptance of the UNDP Contract General Terms and Conditions				
		(GTC). This is a mandatory criterion and cannot be deleted regardless of				
		the nature of service	-		_	
		grounds for the rejection of the Proposal.				

 $^{^2}$ VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

Criteria for the Assessment	Technical Proposal			
of Proposal	⊠ Expertise of the Firm:			
	- At least ten-year experience in technical supervision of building's construction works. The Applicant should present at least 2 successfully and substantially implemented supervision contracts within last 5 years with similar scope and volume.			
	 ✓ Methodology, its Appropriateness to the Conditions and Implementation Plan, including: Task implementation approach, including detailed description of implementation methods and milestones to carry out the proposed task; a detailed work plan with timelines for the Deliverables/Outputs 			
	☑ Qualification of Key Personnel , including:			
	- Two Civil Engineers with structural engineering background (preferably) and at least ten-year experience in performing similar works of comparable volume and nature, who shall act as the team leader.			
UNDP will award the				
contract to:	☑ One and only one Service Provider			
Annexes to this RFP ⁴	☑ Detailed TOR (Annex 1)			
	☑ Form for Submission of Proposal (Annex 2)			
	 ☑ General Terms and Conditions / Special Conditions (Annex 3)⁵ ☐ Others⁶ 			
Contact Person for Inquiries	Procurement Unit, UNDP Armenia procurement.armenia@undp.org			
(Written inquiries only) ⁷	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.			
Other Information [pls. specify]				

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 $^{^4}$ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁷ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Terms of Reference for Providing Professional Services

I. Identifying Information

Task Title: Technical supervision of roof renovation works for 6 kindergartens

Duration: 4 months

Project Title: "De-risking and Scaling-up Investment in Energy Efficient Retrofits"

UNDP-GCF/00098348

Location: Yerevan, Republic of Armenia

II. Background

Since 2017, UN Development Programme implements "De-Risking and Scaling-up Investment in Energy Efficient Building Retrofits" project. Using an integrated suite of de-risking interventions, the Project seeks to systematically de-carbonize the existing public and residential building stock in Armenia to reduce greenhouse gas (GHG) emissions while achieving sustainable development benefits.

For this purpose, project components include establishment of building sector monitoring, report and verification, and knowledge management system, policy and financial de-risking, and elaboration of financial incentives. To test the approaches adopted by the project, in particular, cooperation model with Yerevan municipality, it was decided to demonstrate the benefits of measures for higher energy performance to be implemented along with capital renovation works in two selected facilities among those identified for Yerevan municipality's year 2017 activities — via lowest operation costs and improved indoor comfort levels. Beneficiary of this project is Yerevan Municipality (MoY). The works implemented by the Service Provider are deemed as accepted after Beneficiary's consent only. This is applicable to both cases: (i) each monthly payment and (ii) whole contract. In a nutshell:

- A pioneer project in Armenia that will make municipal buildings (kindergartens) more energy efficient.
- The project is implemented by the Municipality of Yerevan (MoY) financed by EIB loan, E5P grant, and own funds of the MoY. TA is financed by the Green Climate Fund (GCF) through the UNDP.
- The project will create a much safer and caring environment for the users, including pupils, teachers and staff members.
- It will result in primary energy savings, reduction of CO2 emissions and significant decrease of other greenhouse gas emissions, thus contributing to climate change mitigation and reducing Yerevan's municipal budget expenditures for energy services.

III. Scope of Professional Services

Objective of the Task

The main objective of the task is to implement technical supervision of roof renovation/replacement works and roof thermal insulation of 6 kindergartens, ensuring that the works are carried out in accordance with the technical specifications, designs, quality standards, relevant national and international (where applicable) requirements and best engineering practices.

Kindergarten No. Address		Area (m²)
37	Silikyan district, Street No. 10	1,162
19	Kentron district, Mayisyan No. 19	581
111	Nor Nork 5 th district, Mari No. 1	1,730
131	Noragavit, No. 93	993
145	Shengavit, Areatsia No. 29	1,162
52	Avan district, 6 th street, No. 52/1	1,730

Main Activities per the Task

The technical supervision is required from the Service Provider to supervise the Construction activity based on the following (but not limited to) indicative design elements:

Roof

- Removal of the old cover in roofs and construction of the new galvanized sheeting on new wooden joists/rafters.
- Proper installation of vapor-barrier, water proofing and thermal insulation layers.
- Treatment of the entire roof timber with antiseptic and fireproof coatings.
- All ventilation pipes must be above the roof cover to comply with the effective standards and norms. The combined ventilation pipes must be thermally insulated and protected by galvanized sheeting mounted above the roof.
- All ventilation ducts in the attic level must be insulated by thermal insulation layer.

Within the scope of providing professional services, the contractor company must implement the following activities:

- 1. Abide strictly by the technical specifications (indicators), bills of quantities and requirements specified by the design documentation in selecting all the materials, pre-fabricates and technologies to be applied in the building's construction. The materials to be used must have their respective certificates, both mandatory and voluntary, in accordance with the RA legal requirements and under control by the Project.
- 2. In implementing the construction, abide strictly by the design documentation, requirements of the current building codes and technological requirements and instructions for using/installing new materials/pre-fabricates.
- 3. Support the design company in implementing authorship supervision. In particular, these include the following:
- Timely response to the inquiries and comments, elimination of identified deficiencies/shortcomings in accordance with the schedule set,
 - Checking and documenting in written form of the actual amounts of implemented works,
- If necessary, inform the UNDP's responsible expert(s) of the obstacles arisen within the feasible timeframe and make recommendations for overcoming them.
- 4. Ensure documenting of the hidden works (including camera shooting and attaching the photos to the acts).

IV. Scope of Specific Requirements of Services

Abide strictly by the construction schedule as agreed with the Project in accordance with construction stages and due sequence of works to be performed.

The Service Provider is responsible to implement at least the following activities:

- Daily supervision on-site with permanent presence of the supervisors;
- The Service Provider should check and verify the quality of the construction works done;
- The Service Provider should check and verify the quantity of the construction works done;

The same Service Provider can be directly contracted for the supervision in later stages (defects liability period) with the same rates included in the Table 2.

The activities which are not mentioned within the above-mentioned list, but required as per "Implementing technical supervision over the construction quality" regulation approved by the order #44 of RA Ministry of Urban Development on April 28, 1998, should be implemented by the Service Provider as well.

Note: (i) if under this section the Service Provider should advice/recommend or present/submit anything to the UNDP it means that UNDP should share it with Beneficiary and (ii) if under this section the Service Provider should get UNDP's approval it means that any approval of UNDP substantiated with MoY's prior consent.

In this context, the Service provider tasks will be including but not limited to the following:

- 1. approval and monitoring the implementation of the Contractor's Quality Assurance Plan (if required as per construction contract);
- 2. supervising the works, approving materials, equipment and workmanship (according to local codes and regulations) to ensure that the construction contracts are executed in accordance with the construction contract documents;
- 3. monitoring and checking the day-to-day quality control and quantity measurements of the works carried out under the construction contracts;
- 4. checking all quantity measurements and calculations required for payment purposes and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the construction contract documents;
- 5. checking and countersigning the monthly payment certificates after having established that the quality of the construction works is satisfactory and the quantities are correct;
- inspecting all construction works to ensure conformity of the implemented works to the approved design requirements and solutions and compliance with the drawings and other construction contracts documents and identifying all possible deviations from the original design and urgently informing the UNDP;
- 7. advising the UNDP on all matters relating to claims from the contractors, in particular with respect to claims for time extensions or extra payments and making recommendations thereon;
- 8. advising and making recommendations to the UNDP on all matters relating to the disputes raised between Parties of construction work's contract;
- 9. preparation of Variation Orders. Preparing detailed recommendations (technical and financial) for the construction contract change orders (Variation Order) for the review and approval by the UNDP;
- 10. maintaining a day-by-day construction contract diary which shall record all events (including environmental, safety and social) pertaining to the administration of the construction contracts, requests forms and orders given to the Contractors, and any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works;
- 11. follow-up the Environmental requirements/roles to ensure that the contractor take necessary actions to meet mitigation measures;
- 12. supervising the construction Contractors in all matters concerning safety and care of the works and workers (including the erection of temporary signs at construction sites) and, if required, to instruct the Contractor to provide any necessary lights, guards, fencing, and watchmen in accordance with the requirements of the construction contracts;

- 13. reviewing, approving and monitoring the construction contractor's work program and the sources of materials;
- 14. explaining and/or recommending UNDP to resolve (adjust) ambiguities, discrepancies or disputes in the construction contracts:
- 15. inspecting and testing materials and works done by contractors to ensure compliance with the construction contract specifications, and/or recommending UNDP instructing the contractor to remove and substitute the improper materials and/or work as required to meet construction contract specifications;
- 16. keeping a log book throughout the construction period where daily records over work quantities, tests and other activities to serve as a basis for monthly reporting and necessarily contain information concerning:
 - work day start and end
 - contractor's capability to execute works (availability and quantity of required equipment and labor force, technical condition, safety provision for works execution)
 - materials, equipment and structures brought to the construction site during the day
 - (name, quantity, quality certificate or laboratory testing results)
 - works accomplished by the contractor during the day, i.e. name, place, volume, etc (appropriate documents to be attached)
 - deviations from the design documents, appropriate measures undertaken
 - emergencies, accidents, not planned suspension of works (indicating the reasons);
- 17. compiling monthly reports on the construction contracts supervision and checking monthly billings;
- 18. controlling and appraising the progress of the works and recommending the UNDP to order suspension of works and to authorize extensions of the period for completion of the works;
- 19. inspecting of all working drawings and approval of as-built drawings prepared by the contractor;
- 20. the Service Provider is responsible to issue a certificate of Completion of the Works (Take Over Certificate) and assist UNDP with the execution of the Taking Over from the contractor of each construction contract, in particular by preparing lists of deficiencies which need to be addressed during Defect Liability Period (1 year);
- 21. following the issue of the Taking Over Certificate, during the balance of its Contract Period the Service Provider shall inspect and approve the execution of the outstanding works (if any), as well as the rectification of any defects or damage;
- 22. prepare and deliver to UNDP all documents required for proper handover of the site to Beneficiary;
- 23. assist UNDP/Beneficiary and carry out other duties and responsibilities specified in the construction contract (General Condition of Contract are attached to this RFP).

The Service Provider will also prepare and submit the following reports:

- **Supervision Inception/Mobilization Report**: No later than in two weeks after the commencement of the supervision, a brief report should be submitted providing information on the Service Provider's mobilized staff and work plan including the review and approval of Contractor's time-schedule for the construction activities.
- Supervision Monthly Progress Reports: No later than the 15th of each month, one brief monthly progress report for construction contracts should be submitted summarizing the work accomplished by each of the supervision teams for the preceding month, including the progress of the construction contracts, status of payment of all contractors' monthly certificates, the status of contractors claims for cost or time extensions, if any, brief descriptions of problems encountered and recommended solutions, construction contracts Variations and Change Orders, and other relevant information for the ongoing each construction contract. Each Monthly Progress Report should be submitted along with other supporting documents of the Service Provider's statement for the specific month payment.
- **Supervision Completion Reports:** A Completion Report should be submitted for each construction contract. These reports must be submitted immediately after the Taking Over and summarize the construction and the supervision performed. In particular, the report should contain:

- copy of the Contractor's bid price schedule, including all the tendered unit prices;
- complete record of all new design data relevant to the design review during construction;
- rescheduled list of quantities and costs of the revised design;
- copy of all Change Orders and construction contract Addenda;
- as-built record showing the location and detailed dimensions of all work carried out.
- List of defects (and respective amount as well) which should be rectified during Defect Liability Period by the Contractor of the construction contract.

The Service Provider shall implement all above-mentioned activities within contractual budget and with no additional payment.

V. General Provisions

- 1. Technical supervision of the construction quality shall be performed with controlling inspections, openings, controlling measurements, inspections of design volumes of the works and tests in accordance with the "Implementing technical supervision over the construction quality" regulation approved by the order #44 of RA Ministry of Urban Development on April 28, 1998.
- 2. The Service Provider is responsible to perform supervision over volumes of all construction activities and their compliance with the agreed schedule. The Service Provider shall implement control over the hidden works and sign the respective acts.
- 3. Certain materials and pre-fabricates necessary for the task implementation will be supplied by the construction contractor. The Service Provider shall follow up with their quality of supplied material, supply timelines, accepting into warehouses and storage.

VI. The Key Expected Results

The final result of the task shall be technical supervision of quality of the construction works in the selected building(s) in accordance with the technological and technical requirements of the design and within construction schedule of each kindergarten.

VII. Payment Terms, Conditions & Staff Input

The Service Provider must implement services described in this Terms of Reference (hereinafter "the Services"). Payment for the Service Provider's personnel shall be determined on the basis of actual deliverables within the performance of the Services.

Before start of the Services the Service Provider must present to the Client the list of the two engineers for approval.

VIII. Professional Requirements

Applicant organization/company must possess the following:

a) Company profile:

At least ten-year experience in technical supervision of building's construction works. The Applicant should present at least 2 successfully and substantially implemented supervision contracts within last 5 years with similar scope and volume.

b) Personnel:

Two Civil Engineers with structural engineering background (preferably) and at least ten-year experience in performing similar works of comparable volume and nature, who shall act as the team leader.

IX. Bid Submission

Bids must be submitted with cost breakdowns for each kindergarten and for the total LOT. The bid must indicate the cost amount required per month for each kindergarten and the total amount associated with the construction period. In case of violation of the construction duration by the construction contractor (in case of early or late completion), the contractor will be paid in the amount of the actual working months.

Kindergarten number	Construction duration according to the schedule	Expected amount for one month	The expected amount for the kindergarten according to the schedule	The total amount for the LOT according to the schedule	
37	4	Α	4xA		
19	4	В	4xB	4 x (A+B+C+D+E+F)	
111	4	С	4xC		
131	4	D	4xD		
145	4	E	4xE		
52	4	F	4xF		

Table 2

REMUNERATION COST ESTIMATES

No	Name	Time Innut		
INO	Position	Time Input		
1		100%		
1	Civil Engineer 1 (responsible for quality and quantity check)	100%		
2		1000/		
2	Civil Engineer 2 (responsible for quality and quantity check)	100%		
	TOTAL			

X. Payment Terms

Payment will be made from the beginning of construction on a monthly-basis, for the previous one month.

Annex 2 - FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(attached separately)



Annex 3- UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

(attached separately)