**German Financial Cooperation with Armenia**

**BMZ-N 2009.6657.2**

**SUPPORT PROGRAMME FOR PROTECTED AREAS – ARMENIA (SPPA-Armenia)**

**Request for Price Quotation for the Consultancy Service (RFQ)**

***DEMARCATION of BOUNDARIES AND CADASTRAL REGISTRATION for AREVIK NATIONAL PARK and BOGHAQAR STATE SANCTUARY***

Ref. No: SPPA /ARMENIA/CS/2016-1

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**CONDITIONS OF PRICE QUOTATION PROCEDURE**

1. **PRICE QUOTATION PROCEDURE**

**1.01. GENERAL**

GITEC Consult GmbH on behalf of the Ministry of Natural Protection of Armenia (MoNP) (hereinafter referred to as "the Employer") within the SPPA-Armenia Project (BMZ-N 2009.6657.2) is pleased to invite all qualified candidates to participate in Price Quotation Procedure as it is described in this document and its annexes for the procurement of consultancy services (hereinafter referred to as “Consultancy Service”):

***Demarcation of Boundaries and Cadastral Registration for Areviq National Park and Boghaqar State Sanctuary***

**1.02. INFORMATION ABOUT THE PROJECT**

SPPA- Armenia is a 5-year program, funded through German Cooperation with Armeniavia the KFW. The program involves the following Protected Areas: Shakahogh State Reserve, Arevik National Park, Zangezur, Khustup, Boghakar, Plane Grove and Sev Lich (Black Lake) State Sanctuaries. The purpose of the Programme is the improvement of natural resources and protected areas management, while at the same time improving the socio-economic situation of adjacent local rural communities.

Programme executing agency is the Ministry of Nature Protection of Armenia. Implementation Consultant (GITEC Consult GmbH in joint venture with Eco Consult and CONSECOARD) will support Armenia’s Government to effectively manage this Programme.

**1.03. QUALIFICATION REQUIREMENTS**

Bidder should meet the following qualification requirements in order to be eligible for further technical and financial evaluation:

* Experience - bidder must have experience in handling similar works for at least 5 years.
* Staffing – bidder should have available staff with relevant qualification necessary for deliver the service.
* Desired - preferably Bidder should have experience of conducting similar works for Protected Areas.

Tender Commission will evaluate compliance of qualification requirements of each Bidder according to the following criteria and evaluation points:

|  |  |  |
| --- | --- | --- |
|  |  | **scores** |
| 1. **Experience**
 |  | **40** |
| * 1. 5 years long experience in Demarcation and preparation of land registration documents
 | 30 |  |
| 1.2. Experience of similar work in protected areas  | 10 |  |
| 1. **Suitability for conducting the required service**
 |  | **60** |
| 2.1 Assessment of expertise of the Bidder -the list of similar projects | 30 |  |
| 2.2 Assessment of Bidder’s own (available) staff level necessary for implementation of required service – orgchart and distribution of management functions will be assessed. | 25 |  |
| 2.3 Do the application documents meet the formal criteria, are they complete? | 5 |  |
| **Total Points** |  | 100 |

Bidders who will get minimum 70% total points will be subject for further evaluation.

**1.04. PROCEDURE FOR SUBMISSION OF DOCUMENTS**

The Bidder should submit one package containing two clearly marked and sealed separate envelopes: one with “Technical Proposal“ and the other with “Financial Proposal“.No financial information shall be contained in the Technical Proposal. In addition to the original documents, the envelops should contain one copy of offer.

The package shall display the following information:

* Bidder’s legal name and address
* RFQ reference number - SPPA /ARMENIA/CS/2016-1
* the address of the Employer;

The sealed envelopes must be submitted to the following address:

**6/1 M. Stepanyan, Kapan, Armenia**

**not later than September 23, 2016 at 18:00.**

*In case the bidder submits documents with violation of procedures described in this paragraph, the bidder will be disqualified from the selection procedure.*

* 1. **Languages**

The technical and financial proposals as well as all communication related to the present RFQ shall be prepared in English.

* 1. **Validity Period of Tenders**

The period of validity of the offers counted from the deadline for receipt of Offers is 30 days.

* 1. **Information Visit**

All expenses relevant to information visit as well as receiving document, data and information preparation and submission cost are covered by Bidder.

* 1. **Request for Additional Information**

Any question, communication or requests for additional information concerning this RFQ are only permitted in writing and up to two (2) days before the deadline for the submission of the proposals. Such requests are to be sent to the following email: arpine.harutyunyan@consecoard.am. If any clarification of the RFQ proves necessary, the answers will be communicated simultaneously in writing to all the Bidders, which are known to the Employer. Potential Bidder must submit their emails for distribution of questions and inquiries among potential Bidders.

* 1. **Amendments to the RFQ Dossier**

Any change made to the RFQ dossier by the Employer will be uploaded in the same web, where initial announcement was posted. Also information about the amendment if such, will be distributed to all already known potential Bidders.

## Association

Potential bidders may associate with other candidates to ensure that all the necessary know-how and experience is delivered in implementation of service. In case of association of individual experts the Bidder must submit a Memorandum of Cooperation, which must include details of each party's responsibilities and obligations. In case of association of firms and companies Bidders must submit declaration as prescribed in Section 2.01.

**2. CONTENT OF PROPOSALS**

**2.01. Technical proposal**

The technical proposal shall contain:

a) RFQ Forms

Bidder must submit all forms filled in with relevant information and signed by the authorized person.

b) Critical Analysis Terms of Reference (TOR)

The Bidder is explicitly encouraged to present a detailed critical analysis and the Bidder’s interpretation of the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.

c) Proposed Concept and Methods

This section will contain:

* Conceptual and methodological approach proposed to carry out the services. In this context, the Bidder is explicitly encouraged not to repeat the ToR but to show the suitability of his concept in regard to the ToR and his comments made on these;
* A working programme (bar chart) showing clearly the different implementation phases as well as the main tasks planned, their duration and their interactions. It also may include intermediate steps, time frames ("deadline") for review and decision-making, and for the submission of reports

d) List of implemented similar projects during last 5 years (based on form in Annex 6)

e) Organization chart and description of management functions. This should include orgchart of existing staff and their functions

f) A staffing schedule (bar chart) showing clearly times and places of effective assignment for each professional staff. The Bidder shall provide a detailed description of tasks to be performed by each team member as well as details on the selection and experience of the proposed members with regard to their tasks. Furthermore, the Bidder shall provide updated curricula vitae (CV) of the proposed staff according to the model given in Annex 2. Key staff should have adequate education, professional experience and experience in the region. Key staff presented in the Bidder’s technical proposal may not be replaced without the prior approval of the Employer

g) Declarations

The Bidder shall provide the following declarations:

* Declaration(s) of association duly signed by the partners and specifying clearly the type of association and the lead firm (if any);
* Declaration of undertaking: A duly signed declaration (in case of an association by all members) pursuant to Annex 3 shall be included.

**2.02. Financial proposal**

Bidder will submit Financial Proposal based on the quantities of proposed staff and other aspects necessary for implementation of service. All rates will be indicated in the currency of EUR. The Financial Proposal shall be submitted in the form showed in Annex 4 and should contain the following information:

a) personnel costs: salaries (fees) and other related costs;

b) travel expenses:

c) Other costs of performance: in this part of the budget there must be other costs that are necessary for the implementation of the service, including the relevant taxes.

The bidder should also submit the payment schedule as the annex to financial proposal. .

**3. ORGANIZATION OF SERVICE**

**3.01. Length of service**

Providing the services shall not exceed 6 months.

**3.02. Required services**

The services to be provided must fully be compliant to the requirements of ToR.

**4. EVALUATION**

**4.01. General**

The selection of the bidder for the execution of services will be made in accordance with the KfW latest Procurement Guidelines. The latest version can be downloaded from KfW web-site [www.kfw.de](http://www.kfw.de).

**4.02. Technical Proposal**

The Technical Proposals will be opened on the tender commission meeting. Financial Proposals remain sealed until the technical evaluation is completed. The quality of each technical proposal will be evaluated on a scale of 0 to 100 points, according to the criteria given below, which will be examined in accordance with the requirements as indicated in the Terms of Reference. If there are minor omissions in relation to the ToR points will be deducted. Omissions that restrict comparison with other tenders can lead to the exclusion of the applicant.

The technical evaluation will be made using the following criteria and points:

|  |  |
| --- | --- |
| 1. **Concept and methodology**
 | **40 Points** |
| * 1. Clarity and completeness of the documents
 | 4 points (10 %) |
| * 1. Critical analysis of the TOR
 | 10 points (25 %) |
| * 1. Proposed concepts and methods
 | 16 points (40 %) |
| * 1. Staffing and functions distribution structure
 | 10 points (25 %) |
| **2. Qualifications of proposed staff** | **60 Points** |
| * 1. Project Manager
 | 20 points (33.3 %) |
| * 1. Proposed staff
 | 40 points (66.7%) |
| **Total** | **100** |

**4.03. Financial proposal**

After evaluation of the Technical Proposal, the Financial Proposals of those Applicants will be opened whose technical Proposal achieved a minimum score of 75% points.

**4.04. Final evaluation**

For the purpose of a combined evaluation the Technical Proposal of a Bidder will be weighted 70 % as follows:

PT = 70 \* T/To, with

 PT = attributed score for Technical Proposal,

 T = Bidder's score in the technical evaluation,

 To = highest 'technical' score of all Bidders.

The Financial Proposal of a Bidder will be weighted 30 % as follows:

PF = 30 \* Co/C, with

 PF = attributed score for the Financial Proposal (points),

 C = Bidder's corrected price of the Financial Proposal,

 Co = lowest corrected Financial Proposal.

The total score of the Bidder is

P = PF + PT.

The Bidder, who submitted the proposal with the highest total score, will be invited for contract negotiations. The negotiations will cover the Technical Proposal and acceptable alternatives of implementation or staffing and payment pattern, but not the unit rates and prices that were taken into account in assessing the price. If the negotiations with the Bidder having the highest score will not be successful, negotiations with the Bidder placed next will be undertaken until an agreement will be reached.

**4.05. Service Agreement**

The Technical and Financial Proposals of the successful Bidder will become part of the Contract to be concluded. Employer, however, reserve the right to negotiate and adapt those parts of the Applicant's proposal, which are considered inadequate with the requirements of the work.

The draft Consultancy Contract will be prepared according to the standard contract pursuant to Annex 7.

**5. Other provisions**

**5.01. Unsuccessful bidders**

After the evaluation of the Technical Proposals, Bidders that have not achieved the minimum required score will be notified in writing. After the winning Bidder has been notified of the award of Contract, the remaining Bidders will be informed in writing about the rejection of their proposals.

**5.02. Cancellation procedure**

The RFQ procedure may be cancelled, prior to awarding the Contract, without thereby incurring any liability to the Applicants, and notwithstanding the stage in the procedures leading to the conclusion of the Contract, if

* the Programme has been cancelled;
* circumstances underlying the invitation to RFQ have changed materially;
* no Bidder satisfies the criteria for the award of the Contract;
* competition was inadequate;
* the conditions for a fair competition have not been implemented;
* the price quotations are obviously unreasonable and/or exceed the financial resources earmarked for the contract. In this case, the Employer may, as an alternative to re-tendering, enter into negotiations with the winning Bidder to try to obtain a satisfactory offer.

In the event of cancellation of the procedure, Bidders shall be notified thereof by the Employer. Participants are provided with information about the cancellation of the clearance of the employer.

**ANNEXES**

**ANNEX 1. TERMS OF REFERENCE**

**DEMARCATION of BOUNDARIES AND CADASTRAL REGISTRATION for AREVIK NATIONAL PARK and BOGHAQAR STATE SANCTUARY**

**Task of Consultant/Expert**:

The tasks of this consulting service are to specify boundaries (delimitation), demarcate them and prepare required documentation for land registration for Areviq National Park and Boghaqar State Sanctuary (approximate size 34,000 ha)

**Time frame:** from 01.10.2016 to 30.03.2017

**Place of work:**  Southern Syunik region

**Reports to:** SPPA Team Leader / Deputy Team leader

**Background:** The purpose of the *Support Programme for Protected Areas – Armenia* (SPPA-A / the Project) is the improvement of natural resources and protected areas management, while, at the same time improving the socio-economic situation of adjacent local rural communities. This is to contribute to maintaining biodiversity in the South Caucasus, without negatively affecting the income situation and the livelihoods of the rural population in the long term. The Project is supported by German Financial Cooperation through KfW.

The project area covers Syunik Region in southern Armenia and includes the administrative territories of rural and urban self-governing communities. The Executing Agency (EA) for the Project is the Ministry of Nature Protection (MoNP). The protected areas (PAs) in southern Syunik Region are managed by the Zangezur Biosphere Complex SNCO (ZBC SNCO).

The contract for the provision of consulting services in support of implementation of the Project has been awarded to *GITEC Consult GmbH, Cologne, Germany, in joint venture (unincorporated) with ECO Consult Sepp & Busacker Partnerschaft, Oberaula, Germany, and in association with CONSECOARD LLC, Yerevan, Armenia (The Consultant)*. This partnership will provide the Project Implementation Unit and associated short, medium and long-term support required for the implementation of the report. The Project Implementation Unit (PIU) will assist the PEA (MoNP) in implementing the Project in a comprehensive and well-coordinated way and, in doing so, will work on technical, management, administrative, and financial matters.

**Overall Objective(s):** Delimitation/demarcation of boundaries for Areviq National Park and Boghaqar State Sanctuary and registration of the PA land in state cadaster.

**Scope of work:**

The scope of consultant is to specify boundaries (delimitation), demarcate them at 1:10 000 scale (with 10 cm resolution) and prepare documentation for land registration required by state cadastre for Areviq National Park and Boghaqar State Sanctuary (approximate size 34,000 ha). For the implementation of this work, it is necessary:

* 1. Collection necessary graphic data related to the areas subjected to mapping (reserves and sanctuaries); study of state geodetic and concentration networks points and the collection of the necessary information;
	2. Study of the respective topographical-geodetic, cartographical, extractions/surveys, land managerial, main plans of settlements, the land use schemes and other materials
	3. Study and the information related to the description of the administrative borders of the reserves and sanctuaries and existing land fund;
	4. Collection of data and information related the existing highway communication networks in the area subjected to the cartography, which may arise restrictions and servitudes for the existing property units.
	5. The collection of the information related to the real estate property units of farmers (leases, etc.).
	6. Discuss and agree the specified boundaries among all stakeholders, including communities.

**Specific tasks:**

**Task 1. Implementation of field work**

***Task 1.1. Baseline study and initial survey***

* Based on the available information the following shall be conducted: adjustments and agreements of the borders, real estate units’ survey/extraction, as well as the survey of the lands included in the land fund; and the classification by purpose and operational meaning, ongoing and final reviews of the field works,
* During the local survey/extraction works the creation of survey/extraction network is conducted (if necessary), based on the documents of the land users rights to the real estate, the borders’ adjustments of the real estate property unit in the nature is conducted, the survey of buildings and constructions, and the survey of the highway communication networks generating the servitude and other real estate units is conducted; Sub-task.

***Task 1.2. Implementation of Cadastral cartography***

* Through the electronic tachometer, satellite positioning devices (GPS) and drones/UAV, moreover the concentration and survey geodetic networks must be developed through the satellite positioning stations (GPS), the root mean square error of which should not exceed ±10cm; exceed
* The systematization of the WGS-84 global geodetic coordination system- in respect with the requirements of the decree N225 on the “implementation of the WGS-84 global geodetic coordinate system in the area of Republic of Armenia”;
* In respect to the requirements of the order N-51-N on the “Approval of the instruction about the cadastral cartographical works’ implementation” dated February 26, 2009 of the State Committee of Cadaster under the RA Government. AK0490834
* The cadastral cartography is conducted in the community/locality 1:2000 scale; out of the community/locality 1:10 000 scale, during which:
1. All real estate units are surveyed/extracted: buildings and constructions, road networks, rivers, lakes, channels, overhead and underground highway communication networks, which may cause servitudes;
2. The adjustment and cartographical works of the reserves and sanctuaries administrative borders shall be implemented based on the description of the administrative borders approved by the respective decree of RA Government in regards of the district and adjacent community.
3. After the completion of the cadastral cartography works the photo shots of the area shall be conducted as of the day, which will be attached to the reports of the implemented works. Right after the completion of the cadastral cartography works, regardless of the fact whether the cartography was carried out on widespread or for local area, the date of the implemented works must be marked on all the surveyed/extracted materials and sketches, which means that the data in the map complies with the situation recorded on the day in the area.

***Task 1.3. Implementation of local cadastral survey/extraction***

* The survey/extraction of the real estate units
* The survey/extraction and classification of the buildings and constructions enclosed to the land according to the purpose and operation meaning,
* Land survey/extraction and classification according to the purpose and operational meaning
* The adjustment of the communication highway networks, which is an object to servitudes.

***The review and handover of field works are carried out through the authorized company or person hired by the request of the Client/Employer: In case of incompliances detection the conducted works shall be returned to be corrected.***

**Task 2. Office works and digitalization**

The stage of cadastral cartography office works includes:

* Processing, entry and digitalization of the formatted/measured areas’ graphic data
* The review of cadastral maps (layouts)
* Panorama software package which should be \*.Map or \*.SXF format is expected while developing the digital cadastral maps (layouts) electronically

***The review of cadastral maps and plans is conducted through the authorized company or person hired by the request of the Client/Employer: In case of incompliances detection the conducted works shall returned be to be corrected.***

**Task 3. The fixing of real estate unit (land) borders**

* Fixing the borders and providing the State Cadastral Registration of the borders and areas of the “Arevik” National Park and “Boghaqar” State Sanctuary by the Consultant.
* The administrative areas units’ borders are enclosed/fixed based on the description of the administrative area unit’s borders approved by the respective decree of the RA Government and the RA law of “Administrative area separation of the Republic of Armenia” and in respect of the requirements of the order N847-K about the “Order Approval on borders description and enclosing/fixing the borders of the RA administrative areas’ units’ “.
* The basis for the border fixing are the turning points coordinates of the formatted/measured areas’ borders.

**The necessary technical equipment for the work implementation**

* Electronical tachometer of the with 5՞ sec. accuracy, 5 sets(3 of which must be owned by the Consultant)
* Global navigation satellite multi-frequency receiving station ((Rover), GPS, SBAS, Galileo, COMPASS, ГЛОНАСС)), 3 sets (2 of which must be owned by the Consultant)
* UAV, with the capacity of aerial photography
* Panorama licensed software programme (owned by the Consultant)
* Respective licensed professionals group.

**Coordination:**

* + - Coordination of activities with SPPA-Armenia, ZBC SNCO, MoNP and KFW
		- Communication of work progress and consultations using all possible means (e-mail, phone, meetings)

**Reporting and tentative timing:**

After the comprehensive completion of each Task/Sub-Task (according to the below presented Timetable) the report shall be submitted in two copies; which needs to be approved by the licensed company or by the physical person which implemented the works, sealed and signed; by noting the number of license, the handover date of the works, as well as the number of the report pages. The report shall include the following materials:

1. The layout (map) of the mapped area in paper and electronic versions,
2. The photos of the mapped area as of the date,
3. Summarized explanation/clarification on the conducted works about the mapped/surveyed area, the date of the carried out field works, implemented works description, volumes, kind of survey, scale, data on the persons who implemented the works ( first name, family name, sign, certificate number).

The expected reporting and related payments should be organized according to the Timetable presented in Table 1.

Table 1.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **N** | **Implemented Task/Sub-Task** | **Deadline of submission the expected report** | **Bases for payment** | **Part of Payment** |
|  | Sub-Tasks 1.1 and 1.2  | The last week of the 2nd month after signing the contract | 1.Report, confirmed by SPPA-A Project Director and SPPA-A Team Leader2.Invoice, signed by the Consultant, SPPA-A Project Director and SPPA-A Team Leader | 30% of the total cost of contract |
|  | Sub-Task 1.3 | The last week of the 3rd month after signing the contract | 1.Report, confirmed by SPPA-A Project Director and SPPA-A Team Leader2.Invoice, signed by the Consultant, SPPA-A Project Director and SPPA-A Team Leader | 30% of the total cost of contract |
|  | Task 2. | The last week of the 4th month after signing the contract | 1.Report, confirmed by SPPA-A Project Director and SPPA-A Team Leader2.Invoice, signed by the Consultant, SPPA-A Project Director and SPPA-A Team Leader | 20% of the total cost of contract |
|  | Task 3. | The last week of the 6th month after signing the contract | 1.Report, confirmed by SPPA-A Project Director and SPPA-A Team Leader2. State Cadastral Registration Certificates for Arevik NP and Boghaqar SS.3.Invoice, signed by the Consultant, SPPA-A Project Director and SPPA-A Team Leader | 20% of the total cost of contract |

**Qualifications and experience:**

Organization/company:

1. Minimum 3 years long experience in field of mapping, cartography and/or geodesy.
2. Proven experience of working and cooperation with state entities and authorized bodies in field of mapping, cartography and/or geodesy.
3. Experience in target regions, in field of protected areas, forests and/or with communities
4. Knowledge of English language for managerial staff of Consultant.
5. Availability of staff with corresponding education and qualification

Experts:

1. Project Manager

* + At least 3 years of experience in managing/coordinating similar studies
	+ Knowledge of target regions and protected areas
	+ Proven working experience with international organizations
	+ Excellent communication and reporting skills
	+ Knowledge of Armenian and English/or Russian languages are required

2. Key experts

Team of key experts proposed by the consultant should cover the following fields:

* Cartography and Geodesy
* Topography
* Geography
* GIS
* Others

It is up to the consultant to propose the structure of the team and tasks division among experts, but it should be proposed clearly how the team will cover all specific tasks outlined in this ToR.

General requirements for key experts:

* + At least 3 years of experience in relevant field(s),
	+ Knowledge of target regions and/or protected areas,
	+ Knowledge of Armenian and English/Russian language is required.

**ANNEX 2. SAMPLE CVs**

## Presentation of Curricula Vitae

The comprehensive Curricula Vitae of the definitely assigned personnel shall be presented in the form as shown below:

1. Family name:

2. First names:

3. Date of birth:

4. Nationality:

5. Civil status:

6. Education:

|  |  |
| --- | --- |
| Institution |  |
| Date: from (month/year) to (month/year) |  |
| Degree(s) or Diploma(s) obtained |  |

7. Language skills, mark 1 (worst) to 5 (best) for competence:

|  |  |  |  |
| --- | --- | --- | --- |
| Language | Reading | Speaking | Writing |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

8. Membership of professional bodies:

9. Other skills:

10. Present position:

11. Years within the firm:

12. Key qualifications (relevant to the Programme):

13. Specific country experience:

|  |  |
| --- | --- |
| Country | Date: from (month/year) to (month/year) |
|  |  |
|  |  |
|  |  |

14. Professional experience record (Programmes):

|  |  |
| --- | --- |
| Date: from - to (month/year) |  |
| Location |  |
| Company |  |
| Position |  |
| Description |  |

add more Programmes…….

15. Others (e.g. publications):

**ANNEX 3. DECLARATION OF UNDERTAKING**

Date:

RFQ number .:

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the pertinent Guidelines[[1]](#footnote-1).

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the Programme. We undertake to comply with the Core Labor Standards ratified by the country of Armenia.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of Armenia.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding upon the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.............................. ................... .......................................................

(Place) (Date) (Name of Applicant)

 .......................................................

 (Signature(s

**ANNEX 4: FINANCIAL OFFER FORM AND SAMPLE BUDGET**

The following table contains price of individual parts of the financial offer:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Unit** | **Unit cost** | **Number of units**  | **Total (EUR)** |
| **1. – Personnel** |  |  |  |  |
| 1.1. Project manager |  |  |  |  |
| 1.2. Field personnel |  |  |  |  |
| 1.3. GIS specialist |  |  |  |  |
| **Sub-total: Personnel** |  |  |  |  |
| **2. Travel costs** |  |  |  |  |
| 2.1.Transportation  |  |  |  |  |
| 2.2. Accommodation  |  |  |  |  |
| 2.3. Other |  |  |  |  |
| **Sub-total: Travel** |  |  |  |  |
| **3. Other service costs** |  |  |  |  |
| 3.1.  |  |  |  |  |
| 3.2.  |  |  |  |  |
| 3.3.  |  |  |  |  |
| **Sub-total: other service costs** |  |  |  |  |
| **TOTAL (without VAT)** |  |  |  |  |
| **TOTAL (with VAT)** |  |  |  |  |

*\* NOTE: the following budget is presented as sample and it can be modified by the Bidder*

2. Our offer is valid for the period specified in RFQ Document.

3. We propose the following payment method[[2]](#footnote-2):

4. By submitting this application, we accept the conditions included in the RFQ Document in full and we accept the proposed draft contract

Date and Place Person in charge

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature and stamp)

**ANNEX 5: RFQ FORMS**

**Application Submission Sheet**

Date:

RFQ No.:

To: Support Programme for Protected Areas - Armenia

We, the undersigned, apply to be qualified for the referenced RFQ and declare the following.

1. We have examined and have no reservations to the RFQ Document and conditions.
2. We, including any subcontractors or Contractors for any part of the contract(s) resulting from this qualification, do not have any conflict of interest.
3. We, including any subcontractors or Contractors for any part of the contract(s) resulting from this RFQ, have not been declared ineligible by KfW or any other international Donor. No sanctions by the UN Security Council have been imposed on us.
4. We are not a Government-owned entity
5. We, plan to subcontract the following key activities:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. We understand that you may cancel the bidding process at any time and that you are not bound either to accept any bid, without incurring any liability to the bidders.

Name

In the capacity of

Signed

Duly authorized to sign the Application for and on behalf of

Date

## Bidder’s Information Sheet

RFQ #\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| 1. Bidder’s legal name  |  |
| 2. Bidder’s legal address:  |  |
| 3. Telephone Number:  |  |
| 5. Fax: |  |
| 6. Emails: |  |
| 7. Web: |  |
| 8a. Director’s full name:  |  |
| 8b. Contact Person: |  |
| 9. Business field: |  |
| 10. Year of Constitution: |  |
| 11. Founder (Parent Company if case of existing and its full legal name) |  |
| 13 Identification code: |
| 14. Bank Details:  |

 Bidder’s Signature \_\_\_\_\_\_\_\_\_\_

**ANNEX 6, Experience of conducting similar projects (Last 5 years)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| # | Project Name / Brief description of works | Employer (Donor) | Contract values (EURO): | Start and completion dates | Number of experts involved from organization |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**ANNEX 7- SERVICE CONTRACT SAMPLE**

SPPA-Armenia, represented by Zangezur Biosphere Complex SNCO (represented by its Director K. Kirakosyan on behalf of the Ministry of Natural Protection) and GITEC Consult GmbH (represented by the team leader Ramaz Gokhelashvili)

on one hand (the "employer") and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "consultant")

on the other hand made this service contract to carry out

***DEMARCATION of BOUNDARIES AND CADASTRAL REGISTRATION for AREVIK NATIONAL PARK and BOGHAQAR STATE SANCTUARY***

Contents

Article 1 General Provisions

Article 2 Constituent parts

Article 3 Obligations of the Consultant

Article 4 Employer obligations

Article 6 Liability of the Consultant

Article 7 Services

Article 8 Force Majeure

Article 9 Termination

Article 10 Special Provisions

Technical offer

Financial offer

Article 1. General Provisions

1.1 The language and copies

This Service Contract is made in English. All correspondence between the parties as well as all kinds of reports, surveys, technical data, certificates and other documents are to be prepared in English. This Contract is made in three legally equal copies. One copy is passed to the consultant and the two copies remain with the employer.

1.2 Governing Law

This Contract shall be governed by and construed in accordance with the legislation of the Republic of Armenia.

1.3 Changes and amendments

Any further amendments and changes to the agreed provisions of the contract should be made only in writing and approved by both parties.

1.4 Entry into force and duration of the contract

This Agreement shall enter into force and effect \_\_\_\_\_\_\_ \_\_\_\_\_. This Agreement may be extended only by mutual agreement of the parties.

Article 2. The constituent parts:

2.1. An integral part of this Agreement, submitted by the technical and financial proposals are the following:

1. Critical analysis of the terms of reference

2. The scope of work of the proposed methodology

3. Distribution of the responsibilities and staffing matrix

4. Expert charges and resumes

5. Time Schedule / Work Programme

6. Declaration of Undertaking / Association declaration

8. The proposal form, indicating the prices and Budget

9. Bidder Information Form / state registration certificate

10. Similar works performed in the last 5 years.

11. Statement of Expenditures / Budget

12. Terms of Reference

13. Payment Schedule

Article 3. Obligations of the Consultant

3.1 Services to be rendered

Under the services to be delivered by the Consultant it is meant:

***DEMARCATION of BOUNDARIES AND CADASTRAL REGISTRATION for AREVIK NATIONAL PARK and BOGHAQAR STATE SANCTUARY*** Consultant services provided by this Contract shall consist of the technical task and the plan schedule. The consultant shall perform the services with the methodology, submitted in the technical proposal of the bid. The consultant is also obliged to provide professional services for the employer using their knowledge and skills, as well as attention, reasonable care and diligence to fulfill all the obligations foreseen in the present Agreement.

Consultant shall carry out all the activities step by step, described in the presented the technical task:

3.2 Penalties

Consultant shall provide a detailed schedule of activities and work plan which is agreed with the employer and attached to the contract as an integral part hereof.

Any amendment to the above schedule, which is due to the reasonable request of one of the parties, shall be made in writing by mutual agreement.

The consultant might be penalized in the amount of 0.5% of the total cost of the contract not exceeding 5% of the total cost. In this kind of penalty, the employer is unable to put forward a claim to other service interruptions due to be performed, and is entitled to terminate the agreement.

If the quality of service does not comply with the technical requirements specified in the Agreement, the consultant shall improve the quality of it, at his own expense within a reasonable time after receipt of the notification. If the consultant will not be able to implement the remedial actions in the above-mentioned period, the employer is entitled to charge the consultant 10% of the total value of the contract.

If one party refuses to meet its contractual obligations, it will be fined - 10% of the total value of the contract.

3.3 Consultant's independence

Consultant is fully responsibility to declare that neither the consultant nor its related any enterprise has made an application for this project, as a manufacturer, supplier or contractor.

Violation of this provision may result in immediate cancellation of the contract for consulting services. At the same time should be reimbursed for all expenses, which was provided by the employer, in violation of the promise, and should also be reimbursed for all losses and damage that the lessee has suffered due to the cancellation of the contract.

Article 4. Obligations of the employer

An employer is obliged to provide compensation in accordance with contractual terms.

The lessee shall, during the contract period, carry out periodic monitoring and control consultant with the requirements set before the performance, and a positive assessment of the adoption of the services provided by the consultant. The employer's control and monitoring services in Armenia will be delivered by SPPA-Armenia.

The employer has all other rights and duties provided by law.

Article 5. Compensation payment terms

5.1 Remuneration

Consultant services and the amount payable to the consultant, "total value of the contract" is

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Amount in words) Euro, VAT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

5.2 Terms of payment

Payment will be carried out in stages, by mutual signing of hand over-acceptance act by both parties.

For the payment it is considered a detailed schedule of the consultant's financial offer, which is an integral part of the contract.

5.3 Method of payment

The total cost of the contract must be paid with the following delegation of responsibilities by the employer: the amount of payment without value added tax will be paid from disposition fund and the VAT will be paid by the Ministry of Nature Protection.

Article 6. Responsibility of the Consultant

6.1. Consultant is responsible for fully implementation of the signed agreement in a timely manner and in accordance with generally accepted quality standards. In this regard, the consultant takes responsibility for the contract and is accountable for any and all kinds of violations.

Article 7. Service acceptance

7.1. The service is carried out by signing the hand over- acceptance act by both parties.

7.2. Procurement will be carried out step by step to check the compliance of technical requirements foreseen in the signed agreement.

Article 8. Force Majeure

8.1 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes

8.2. If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.3 in force majeure circumstances consultant may extend the term of the contract, the timing of the delayed delivery of services;

8.4. If force majeure lasts for more than 30 days, either party may terminate the agreement within 10 days of receipt of written notification.

Article 9 Termination

9.1 Termination by the employer

The employer may terminate this agreement at any time on the basis of reason, notifying the consultant at least 14 days in advance in a written form.

9.2 Termination by the consultant

Termination for Default

* + 1. The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:
		2. if the Contractor fails to perform any or all of the Works within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 30;
		3. if the Contractor fails to perform any other obligation under the Contract; or
		4. if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
		5. In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 31.1(a), the Employer may procure, upon such terms and in such manner as it deems appropriate, Works similar to those not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

Termination for Insolvency.

* + 1. The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

Termination for Convenience.

* + 1. The Employer, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
		2. The Works that are complete within twenty-eight (28) days after the Contractor’s receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Works, the Employer may elect:
		3. to have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Contractor an agreed amount for partially completed Works and for materials and parts previously performed by the Contractor.

Article 10. Special provisions

10.1. Privacy Protection

Any document, report, estimate, technical data and information must be kept confidential and not available to third parties without the written agreement of the parties.

10.2. Copyright

The copyright of the designs and related documents move to the employer after the hand-over of the consultant.

 Details and Signatures of the Parties

**ANNEX 8 ADVANCE PAYMENT BOND**

Standard Form of KfW (obligatory for use)

Address of guarantor bank:

…………………………………………………………………..

…………………………………………………………………..

Address of beneficiary (contracting agency):

…………………………………………………………………..

…………………………………………………………………..

On ............***Date***..............you concluded with ............***Contractor***.............. ("Contractor") a contract for “***xxxxxxxx”***

At a price of AMD.................................................................

In accordance with the provisions of the contract the Contractor receives an advance payment in the amount of …………………….., which represents ……………… % of the order value.

We, the undersigned ……………………….. (Guarantor), waiving all objections and defenses under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of

............................................................ (In words: ....................................................................) against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

This guarantee shall come into force and effect as soon as the advance payment has been credited to the account of the Contractor.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00(IBAN: DE53 5002 0400 3800 0000 00) for), account of Ministry of Nature protection of Armenia.

This guarantee shall expire no later than \*…………………………………….

By this date we must have received any claims for payment by letter or encoded telecommunication. It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of ……………………….

........................................................... .................................................

Place, date Guarantor

1. See "Guidelines for the Assignment of Consultants in German Financial Cooperation" and "Guidelines for the Award of Contracts for Supplies and Services in German Financial Cooperation" [↑](#footnote-ref-1)
2. Advance can be paid only upon submission of Advance Payment Bond [↑](#footnote-ref-2)