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INVITATION TO BID

Security upgrade of the General Police Inspectorate SALW and ammunition storage location in Mesager Street in Chisinau and two evidence rooms in Police Directorates Bălți and Cahul

ITB No.: ItB19/01871

Project: EU support of SEESAC disarmament and arms control activities in South-East Europe (SEESAC IV)

Country: Republic of Moldova

Issued on: 7 February 2019

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Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:


- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
 - Form A: Bid Submission Form
 - Form B: Bidder Information Form
 - Form C: Joint Venture/Consortium/Association Information Form
 - Form D: Qualification Form
 - Form E: Format of Technical Bid
 - Form F: Price Schedule

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to iurie.tarcenco@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Issued by



Name: Iurie Tarcenco
Title: Procurement Associate
Date: **February 7, 2019**

Approved by:



Name: Denis suschevici
Title: Procurement Analyst
Date: **February 7, 2019**

Section 2. Instruction to Bidders

GENERAL PROVISIONS

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| 1. Introduction | <p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p> |
| 2. Fraud & Corruption, Gifts and Hospitality | <p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p> |
| 3. Eligibility | <p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees</p> |

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| | | meet the eligibility requirements as established by UNDP. |
| 4. Conflict of Interests | <p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p> | |
| B. PREPARATION OF BIDS | | |
| 5. General Considerations | <p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p> | |
| 6. Cost of Preparation of Bid | <p>6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p> | |
| 7. Language | <p>7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p> | |

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| 8. Documents Comprising the Bid | <p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid. |
| 9. Documents Establishing the Eligibility and Qualifications of the Bidder | <p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p> |
| 10. Technical Bid Format and Content | <p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p> |
| 11. Price Schedule | <p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> |
| 12. Bid Security | <p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or |

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| | <p>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p> |
| 13. Currencies | <p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <p>a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and</p> <p>b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p> |
| 14. Joint Venture, Consortium or Association | <p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p> |
| 15. Only One Bid | <p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit</p> |

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| | <p>only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. |
| 16. Bid Validity Period | <p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p> |
| 17. Extension of Bid Validity Period | <p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p> |
| 18. Clarification of Bid (from the Bidders) | <p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p> |
| 19. Amendment of Bids | <p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p> |

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| 20. Alternative Bids | <p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p> |
| 21. Pre-Bid Conference | <p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p> |
| C. SUBMISSION AND OPENING OF BIDS | |
| 22. Submission | <p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p> |
| Hard copy (manual) submission | <p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS; and Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p> |
| Email and eTendering submissions | <p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</p> |

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| | <p>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</p> <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p> |
| 23. Deadline for Submission of Bids and Late Bids | <p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p> |
| 24. Withdrawal, Substitution, and Modification of Bids | <p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p> |
| 25. Bid Opening | <p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p> |
| D. EVALUATION OF BIDS | |
| 26. Confidentiality | <p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor</p> |

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| | sanctions procedures. |
| 27. Evaluation of Bids | <p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p> |
| 28. Preliminary Examination | <p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p> |
| 29. Evaluation of Eligibility and Qualification | <p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments; c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients. |
| 30. Evaluation of Technical Bid and prices | <p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p> |
| 31. Due diligence | <p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have |

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| | <p>done business with the Bidder;</p> <p>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p> |
| 32. Clarification of Bids | <p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p> |
| 33. Responsiveness of Bid | <p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p> |
| 34. Nonconformities, Repairable Errors and Omissions | <p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <p>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p> |

E. AWARD OF CONTRACT

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| 35. Right to Accept, Reject, Any or All Bids | 35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer. |
| 36. Award Criteria | 36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price. |
| 37. Debriefing | 37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed. |
| 38. Right to Vary Requirements at the Time of Award | 38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, 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. |
| 39. Contract Signature | 39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids. |
| 40. Contract Type and General Terms and Conditions | 40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 41. Performance Security | 41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective. |
| 42. Bank Guarantee for Advanced Payment | 42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default |
| 43. Liquidated Damages | 43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of |

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| | its obligations as per Contract. |
| 44. Payment Provisions | <p>44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.</p> |
| 45. Vendor Protest | <p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p> |
| 46. Other Provisions | <p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15</p> <p>http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p> |

Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

| BDS No. | Ref. to Section.2 | Data | Specific Instructions / Requirements |
|---------|-------------------|---|--|
| 1 | 7 | Language of the Bid | English, Romanian |
| 2 | | Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids) | Not Allowed |
| 3 | 20 | Alternative Bids | Shall not be considered |
| 4 | 21 | Pre-Bid conference | <p>Will be Conducted</p> <p>Time: 15:00</p> <p>Date : February 18, 2019 3:00 PM (GMT +2 Moldova Local Time)</p> <p>Venue : UN House Conference Room, 131 , 31 august 1989 str., MD-2012 Chisinau, Moldova</p> <p>The UNDP focal point for the arrangement is:</p> <p>Iurie Tarcenco</p> <p>Telephone: +373 79785684</p> <p>E-mail: iurie.tarcenco@undp.org</p> |
| 5 | 16 | Bid Validity Period | 120 days |
| 6 | 13 | Bid Security | <p>Required in the amount of USD3,500 US\$</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> ▪ Bank Guarantee |
| 7 | 41 | Advanced Payment upon signing of contract | Not Allowed |
| 8 | 42 | Liquidated Damages | <p>Will be imposed as follows:</p> <p>Percentage of contract price per day of delay: 1%</p> <p>Max. number of days of delay 10, after which UNDP may terminate the contract.</p> |
| 9 | 40 | Performance Security | Required in the amount of USD: 10% of the Contract amount |

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| 10 | 12 | Currency of Bid | Local currency MLD |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | 5 days before the submission deadline |
| 12 | 31 | Contact Details for submitting clarifications/questions | Focal Person in UNDP: Iurie Tarcenco E-mail address: iurie.tarcenco@undp.org |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | Direct communication to prospective Proposers by email |
| 14 | 23 | Deadline for Submission | 07 March 2019, 16:00 (Moldova local time) For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. |
| 14 | 22 | Allowable Manner of Submitting Bids | <input checked="" type="checkbox"/> e-Tendering |
| 15 | 22 | Bid Submission Address | https://etendering.partneragencies.org <u>BU Code: MDA10</u> <u>Event ID: 0000003374</u> Username: event.guest Password: why2change |
| 16 | 22 | Electronic submission (email or eTendering) requirements | <ul style="list-style-type: none"> Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission: 50 MB Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: UN House, 131 , 31 august 1989 str., MD-2012 Chisinau, Moldova <u>Attn : Iurie Tarcenco</u> |
| 17 | 25 | Date, time and venue for the opening of bid | Date and Time: March 7, 2019 5:00 PM In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened. |
| 18 | 27, 36 | Evaluation Method for the Award of Contract | Lowest priced technically responsive, eligible and qualified bid. <u>Award Criteria</u> Contract shall be awarded to the lowest priced technically qualified and responsive Bidder. Compliance on the following qualification requirements: |

Bid Evaluation Criteria

Bidders shall meet the following minimum criteria:

Minimum no. of years of experience in similar contracts: 5 (five);
Average turnover for the past 3 years shall not be below (in case of consortium applicable for lead company only) 250,000 US\$;
Minimum no. of similar construction sites (in terms of works required under *Section 3a: Schedule of Requirements and Technical Specifications* point 2 *Scope of Works*) undertaken in over the past 5 years (in case of consortium applicable for lead company only): 3 (three), with a value not less than 150,000 US\$ per each construction site;

Full compliance of Bid to the Technical Requirements;

Warranty on works and materials minimum 2 years;

Demonstrated capacity to implement all activities, including commissioning, within the proposed timeframe, which shall not exceed 90 calendar days;

Sufficient human resources capability to qualitatively and timely execute the works – minimum key-personnel:

- One (1) certified construction foremen;
- One (1) certified electrician;
- One (1) certified electro-energetic installations low and medium voltage/current specialist; One (1) certified telecommunication networks and systems specialist;
- One (1) certified specialist in ventilation and heating;
- One (1) certified water and sewage specialist.

Will serve grounds for disqualification:

Failure to submit one of the following documents:

- Duly filled-in Price Schedule;
- Duly filled-in Bills of Quantities (as per Annexes 1), including Unit Price Catalogue (F5) and Resource Schedule (F3);
- Bid Security in the required amount;
- Acceptance Note of works executed (Final Commissioning Reports applicable for national companies) submitted for each of 3 construction sites presented as similar experience including the contract value (in case it is not mentioned in the Note/Report, please, attach Contract or Minutes of the reception of works). Contracts without Acceptance Notes (Final Commissioning Reports for local companies) cannot serve prove of similar experience.

In case, in the submitted Bills of Quantities the following changes will be identified:

- Changes in codes for works required*;
- Changes in the volume of works required*;
- Changes in the volumes of resources in the norms of materials, manpower and tools*;
- Changes in coefficient for norms*;
- Proposing the manpower remuneration below the minimum required by the National Legislation in force (besides the situation when a respective proof from relevant authorities is obtained and presented, according to INFORMATION No. 10/1-0086 of 15.06.2018 on determining the value of construction objects since May 1, 2018

- http://www.ednc.gov.md/upload/61/Nota_informativaa.pdf

- *) When developing BoQs, please be guided by the National Regulatory Framework in Construction as per NCM L.01.01-2012 and Regulation on the procurement of public works

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| | | | http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=347161 http://mdrc.gov.md/public/files/NCM_L.01.01_PROIECT.pdf http://lex.justice.md/md/295702/). Serious deviations from the provisions of these documents will serve grounds for disqualification |
| 19 | | Expected date for commencement of Contract | May 6, 2019 |
| 20 | | Maximum expected duration of contract | 90 days |
| 21 | 35 | UNDP will award the contract to: | One Proposer Only |
| 22 | 39 | Type of Contract | Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 23 | 39 | UNDP Contract Terms and Conditions that will apply | UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 24 | | Other Information Related to the ITB | <ul style="list-style-type: none"> Confidentiality and security requirements: <ul style="list-style-type: none"> Only the selected bidder/Contractor will be supplied with the entire detailed designs documentation necessary for execution of the works. In order to obtain access to the detailed design documentation, the Contractor's staff which will have access to it, will be required to sign the standard confidentiality clause. All of the selected bidder/Contractor's staff foreseen to be involved in the execution of works will have to undergo the security clearance by the Mol/GPI for obtaining access to the storage and evidence rooms' locations. Therefore, the selected bidder will be required to submit the full list of all staff to be engaged during the works execution with copies of their IDs, as well as the list of vehicles which be used along with vehicle brand/make and registration plates number for obtaining the security clearance. As the clearance process lasts up to 15 days, the successful bidder should be prepared to supply the required identification documents immediately after receiving the notification of selection. Only the staff which successfully undergo the security clearance will be allowed access to the storage and evidence rooms' locations. The selected company should be prepared to provide appropriate replacement for staff that was not accepted by the Mol within 3 working days. It is expected that works on each contracted locations will be carried out simultaneously (in parallel), so that all works should be finished within maximum 90 calendar days upon signing the contract. If the BoQ as well as Technical documentation specifies the name of the manufacturers of equipment, the offer of another manufacturer with the same or better technical characteristics than required is acceptable. Payment of the entire work will be divided into several tranches (as per interim and final payments certificates), whereby each of these payments will be made upon completion of certain works which must be certified by the technical supervision company and accepted by the UNDP SEESAC Coordinator in |

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| | | | <p>consultation with the Mol/GPI activity focal point.</p> <ul style="list-style-type: none"> - In line with the Contribution Agreement between the EU and UNDP SEESAC, VAT is not considered an eligible cost. Therefore, all payments under the Contract will be VAT exempt in line with the UNDP CO Moldova SoPs. |
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Section 4. Evaluation Criteria

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security (if required) submitted as per ITB requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

| Subject | Criteria | Document Submission requirement |
|----------------------------------|---|---------------------------------|
| ELIGIBILITY | | |
| Legal Status | Vendor is a legally registered entity. | Form B: Bidder Information Form |
| Eligibility | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3. | Form A: Bid Submission Form |
| Conflict of Interest | No conflicts of interest in accordance with ITB clause 4. | Form A: Bid Submission Form |
| Bankruptcy | Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Bid Submission Form |
| Certificates and Licenses | <ul style="list-style-type: none">▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder▪ Export/Import Licenses, if applicable | Form B: Bidder Information Form |
| | | |
| QUALIFICATION | | |
| History of Non-Performing | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form |

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| Contracts¹ | | |
| Litigation History | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years. | Form D: Qualification Form |
| Previous Experience | Minimum 5 years of relevant experience. | Form D: Qualification Form |
| | Minimum 2 contracts of similar value, nature and complexity implemented over the last 3 years. | Form D: Qualification Form |
| Financial Standing | Minimum average annual turnover of USD 150 000 for the last 3 years. | Form D: Qualification Form |
| | Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. | Form D: Qualification Form |
| Technical Evaluation | The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document. | Form E: Technical Bid Form |
| Financial Evaluation | Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) Comparison with budget/internal estimates. | Form F: Price Schedule Form |
| | | |

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities

• Background Information

The South Eastern and Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (SEESAC)² is a joint initiative of the UNDP and the Regional Cooperation Council (RCC). As such, it is an integral part of UNDP's work in the Europe and the Commonwealth of Independent States (ECIS) region and has, since 2002, worked primarily to strengthen the capacities of national and regional stakeholders to control and reduce the proliferation and misuse of small arms and light weapons, and thus contribute to enhanced stability, security and development in South East and Eastern Europe. SEESAC also has a distinguished record working closely with national Ministries to mainstream gender equality and this aspect will remain central to the programme.

On 19 December 2016, the Council of the European Union passed the Council Decision (CFSP) 2016/2356 in support of SEESAC disarmament and arms control activities in South-East Europe in the framework of the EU Strategy to combat illicit accumulation and trafficking of SALW and their ammunition for the period of three years. South East Europe remains an area of particular concern as well as an important challenge in the European Union Strategy to combat illicit accumulation and trafficking of small arms and light weapons and their ammunition. While significant progress has been made in recent years, the sheer scale of accumulation of SALW and ammunition, the inadequate storage conditions, large illicit possession, as well as policy making and implementation capacity gaps continue to limit the effectiveness of SALW control efforts. Therefore, in order to ensure the continuous progress, secure the gains and pave the way for a long term solution, the continuation of support to combat the threat posed by the spread and illicit trafficking in SALW in and from SEE forms an essential part in its efforts to achieve the EU SALW Strategy goals.

The overall objective of the project is to contribute to international peace and security by combatting the threat posed by the widespread accumulation and illicit trafficking in small arms and light weapons and their ammunition in and from SEE. At the same time, it will enhance regional stability by working within the framework of the RCC and in partnership with other relevant initiatives. Specifically, the project will 1) increase regional cooperation, knowledge exchange and information sharing and lead to enhanced capacity for evidence-based policy making; 2) improve capacities for physical security and stockpile management through infrastructure security upgrades, surplus reduction, and training; 3) enhance capacity for marking, tracing and record-keeping; and 4) reduce illicit possession and misuse of firearms through awareness-raising and collection campaigns.

The implementation of the project is grounded in the Regional Implementation Plan on Combatting the Proliferation of SALW addressing the spread and illicit trafficking of SALW and their ammunition. The project will directly contribute to the implementation of the EU Security Strategy, the EU SALW Strategy, the EU Firearms Strategy, the Arms Trade Treaty, the UN Programme of Action, the International Tracing Instrument, UN Firearms Protocol, and UN Security Council Resolution 1325. The project results will also directly contribute the implementation of the Sustainable Development Goal 16 on peaceful and just societies, in particular targets 16.1 (Significantly reduce all forms of violence and death rate everywhere) and 16.4 (significantly reduce illicit arms flows). In addition, the project will support the implementation of the European Commission Action Plan to target the illicit trafficking of firearms and explosives in the EU.

Within component dedicated to improving capacities for physical security and stockpile management through infrastructure security upgrades, surplus reduction, and training, SEESAC will support the authorities of the Republic of Moldova, primarily the General Police Inspectorate of the Ministry of Interior (Mol), in upgrading a selected prospective weapons storage facility, and the designated evidence rooms.

Those activities will result in significant decrease of SALW proliferation vulnerabilities through the enhancement in accordance with international standards³ and best practices:

- Security of one central storage location enhanced in accordance with international standards and best practices;
- Security of two evidence rooms increased.

With a view to providing the most efficient and cost-effective increase to the security of the stockpiles, SEESAC is implementing activities to upgrade security at the designated locations identified and agreed upon with the General Police Inspectorate.

• Scope of Works

² SEESAC functions under the mandate given to it by the [United Nations Development Programme](#) (UNDP) and the [Regional Cooperation Council](#) (RCC).

³ MOSAIC <https://www.un.org/disarmament/convarms/mosaic/> and IATG <https://www.un.org/disarmament/un-safeguard/guide-lines/>.

UNDP seeks companies with a proven experience in civil works execution. The scope of works is to carry out the security and safety upgrades of the designated Police locations in:

- General Police Inspectorate SALW and ammunition storage in Chisinau, 5 Mesager Street;
- Evidence room in the Police Directorate Bălți, 50 Stefan cel Mare Street;
- Evidence room in the Police Directorate Cahul, 10, 31 August 1989 Street.

The upgrades will include civil works and supply and installation of video surveillance (CCTV) and access control equipment, all as stated in the attached Annex 1 of this ITB - Bill of Quantities (BoQ), including preliminary and final commissioning of the above-stated. The contractor shall perform the works on all three above-mentioned locations simultaneously.

Detailed technical specifications and works are described in Annex 1- BOQ of the present Invitation to Bid. The Contractor shall furnish all labour, materials, equipment, supplies, transportation, machinery, tools and travel necessary to implement this contract and execute all works in accordance with national construction legislation, bylaws and rulebooks, as well as relevant local and international standards and requirements. Residues formed as a result of civil works undertaken will be evacuated by the Contractor to authorized landfills.

It is envisaged that the works include the following activities:

- **Construction works and installation of required equipment** preparatory, dismantling, concrete, reinforced concrete, and building works, installation of new security doors and windows with security bars, upgrade of electrical system, supply and installation of CCTV and access control systems, restricted area security fence with gate, interior and exterior walls reinforcement and basic finishing works, as well as all other works as described in the Annex 1 of this ITB.
- **Training** the three locations' staff in operating the new CCTV and access controls (AC) systems;
- **Commissioning** of all supplied systems, equipment, materials and construction works including required performance test measurements.

The Contractor shall ensure that all construction works and installation activities are implemented in accordance with the Bill of Quantities, national construction legislation, bylaws and rulebooks, as well as local and international standards and requirements. The contractor's activities shall be properly coordinated with UNDP Moldova and UNDP SEESAC, as well as representatives of the beneficiary Mol/GPI, local municipality, and the technical supervision⁴. Local authorities including Mol/GPI will assist the Contractor in obtaining and requesting authorizations and permits, as necessary.

- **Sites**

The Works are as follows:

| Project's Name | Locations | Contact Person |
|--|---|---|
| Upgrade of physical security and access control of the General Police Inspectorate SALW and ammunition storage location within the "Fulger" Special Operations Police Brigade training center in Chisinau, and the two evidence rooms in the Police Directorates Bălți and Cahul | Chisinau municipality Mesager str., Balti City, Cahul city | Victor Lucasenco, victor.lucasenco@yahoo.com |

- **Management arrangements**

⁴ The professional company which prepared the detailed design of the upgrades is also performing the technical supervision of the works.

Under the overall UNDP SEESAC management, execution of construction activities on the three locations will be directly monitored by UNDP SEESAC Local Engineer. As required by national construction legislation, UNDP has also contracted a Company to perform technical supervision of the works execution

| # | Item to be supplied Description/Specifications ⁵ | Quantity | Delivery Date | Other Information |
|---|---|----------|---|-------------------|
| 1 | Deliverable 1: Completion of all construction works, supply and installation of all equipment on the three locations ⁶ | | within 75 calendar days from Contract signature | |
| 2 | Deliverable 2: Testing of the installed electrical installation, related equipment, CCTV and AC systems; Completion of training of all three locations' staff in CCTV and AC systems operation | | Preliminary Commissioning of the completed works within 85 calendar days from contract signature | |
| 3 | Deliverable 3: Final Commissioning/Technical Handover of completed construction works | | within 90 calendar days from Contract signature | |

⁵ Clustering items by lots, if any, is recommended, especially if partial bids will be allowed.

⁶ The General Police Inspectorate SALW and ammunition storage location in 5, Mesager Street in Chisinau within the "Fulger" Special Operations Police Brigade training center, the evidence room in the Police Directorate Bălți, 50 Stefan cel Mare Street, and the evidence room in the Police Directorate Cahul, 10, 31 August 1989 Street.

Section 5b: Other Related Requirements

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

| | |
|--|--|
| Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule) | FCA |
| Exact Address of Delivery/Installation Location | Mun. Chisinau, 5 Mesager street; mun. Balti, 50 Stefan cel Mare street; mun Cahul, 10 31 august 1989 street |
| Mode of Transport Preferred | |
| UNDP Preferred Freight Forwarder, if any ⁷ | Click here to enter text. |
| Distribution of shipping documents (if using freight forwarder) | Click here to enter text. |
| Customs, if required, clearing shall be done by: | Choose an item. |
| Ex-factory / Pre-shipment inspection | Click here to enter text. |
| Inspection upon delivery | Click here to enter text. |
| Installation Requirements | All security upgrade works must be carried out in accordance with national construction legislation, bylaws and rulebooks |
| Testing Requirements | The contracted company will eliminate any infrastructure damages subject of quality guaranty in a maximum one month from the moment of written notification |
| Scope of Training on Operation and Maintenance | Click here to enter text. |
| Commissioning | Preliminary and final commissioning of the works must be initiated by the Supplier |
| Warranty Period | 2 years |
| Local Service Support | Click here to enter text. |
| Technical Support Requirements | The contracted company will eliminate any infrastructure damages subject of quality guaranty in a maximum one month from the moment of written notification |
| After-sale services Requirements | <input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 2 years <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance /repair <input type="checkbox"/> Others <i>[pls. specify]</i> |
| Payment Terms (max. advanced payment is 20% as per UNDP policy) | Installments will be paid upon written acceptance of works by UNDP SEESAC. |
| Conditions for Release of Payment | <input type="checkbox"/> Pre-shipment inspection <input type="checkbox"/> Inspection upon arrival at destination <input type="checkbox"/> Installation |

⁷A factor of the Incoterms stipulated in the ITB. The use of a UNDP preferred freight forwarder may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.

| | |
|---|---|
| | <input type="checkbox"/> Testing <input type="checkbox"/> Training on Operation and Maintenance <input type="checkbox"/> Others <i>[pls. specify]</i> <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements |
| All documentations, including catalogues, instructions and operating manuals, shall be in this language | English |