



INVITATION TO BID

Major Repair works of Nuferilor Street from Slobozia Mare Village, Cahul Rayon

ITB No.: ItB22/02417

Project: EU4Moldova: Focal regions Programme

Country: Moldova, Republic of

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Contents

Section 1. Letter of Invitation	4
Section 2. Instruction to Bidders	5
GENERAL PROVISIONS	5
1. Introduction	5
2. Fraud & Corruption, Gifts and Hospitality	5
3. Eligibility	5
4. Conflict of Interests	6
B. PREPARATION OF BIDS	6
5. General Considerations	6
6. Cost of Preparation of Bid	7
7. Language	7
8. Documents Comprising the Bid	7
9. Documents Establishing the Eligibility and Qualifications of the Bidder	7
10. Technical Bid Format and Content	7
11. Price Schedule	7
12. Bid Security	7
13. Currencies	8
14. Joint Venture, Consortium or Association	8
15. Only One Bid	9
16. Bid Validity Period	9
17. Extension of Bid Validity Period	9
18. Clarification of Bid (from the Bidders)	10
19. Amendment of Bids	10
20. Alternative Bids	10
21. Pre-Bid Conference	10
C. SUBMISSION AND OPENING OF BIDS	11
22. Submission	11
Hard copy (manual) submission	11
Email and eTendering submissions	11
23. Deadline for Submission of Bids and Late Bids	11
24. Withdrawal, Substitution, and Modification of Bids	12
25. Bid Opening	12
D. EVALUATION OF BIDS	12
26. Confidentiality	12
27. Evaluation of Bids	12
28. Preliminary Examination	13

29. Evaluation of Eligibility and Qualification	13
30. Evaluation of Technical Bid and prices	13
31. Due diligence	13
32. Clarification of Bids.....	14
33. Responsiveness of Bid	14
34. Nonconformities, Reparable Errors and Omissions.....	14
E. AWARD OF CONTRACT	15
35. Right to Accept, Reject, Any or All Bids	15
36. Award Criteria.....	15
37. Debriefing.....	15
38. Right to Vary Requirements at the Time of Award.....	15
39. Contract Signature.....	15
40. Contract Type and General Terms and Conditions.....	15
41. Performance Security.....	15
42. Bank Guarantee for Advanced Payment	15
43. Liquidated Damages	16
44. Payment Provisions	16
45. Vendor Protest.....	16
46. Other Provisions	16
Section 3. Bid Data Sheet	17
Section 4. Evaluation Criteria.....	21
Section 5a: Scope of Works	24
Section 5b: Other Related Requirements	25
Section 6: Returnable Bidding Forms / Checklist.....	30
Form A: Bid Submission Form.....	31
Form B: Bidder Information Form	32
Form C: Joint Venture/Consortium/Association Information Form	35
Form D: Eligibility and Qualification Form	36
Form E: Format of Technical Bid.....	39
FORM F: Price Schedule Form	43
FORM G: Form of Bid Security.....	Error! Bookmark not defined.
FORM H: Form for Performance Security.....	44
FORM I: Form for Advanced Payment Guarantee	45

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:

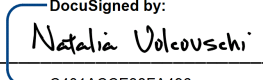
- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
 - o Form A: Bid Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Bid
 - o Form F: Price Schedule
 - o Form H: Performance Security
 - o Form I: Advanced Payment Guarantee
- Annex 1: Bill of Quantities (in English and Romanian languages)
- Annex 2: Technical Drawings (in Romanian language)
- Annex 3: General Terms and Conditions of Civil Works Contract (in English and Russian languages)

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.

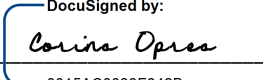
Please acknowledge receipt of this ITB by sending an email to victoria.josan@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the 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

DocuSigned by:

 Name: Natalia VOLCOVSCHI
 Title: Procurement Associate
 Date: January 18, 2022

Approved by:

DocuSigned by:

 Name: Corina OPREA
 Title: Operations Manager
 Date: January 18, 2022

Section 2. Instruction to Bidders

GENERAL PROVISIONS	
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/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</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</p>

	<p>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 meet the eligibility requirements as established by UNDP.</p>
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	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.
7. Language	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.
8. Documents Comprising the Bid	8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <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	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.
10. Technical Bid Format and Content	10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB. 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. 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. 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.
11. Price Schedule	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. 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.
12. Bid Security	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. 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>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 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.
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> <ul style="list-style-type: none"> 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 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.
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</p>

	<p>should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <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>
<p>15. Only One Bid</p>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit 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.
<p>16. Bid Validity Period</p>	<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>
<p>17. Extension of Bid Validity Period</p>	<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>

<p>18. Clarification of Bid (from the Bidders)</p>	<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>
<p>19. Amendment of Bids</p>	<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>
<p>20. Alternative Bids</p>	<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>
<p>21. Pre-Bid Conference</p>	<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"> i. Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. 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> <ol style="list-style-type: none"> a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; 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>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-notices/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</p>

	submission of Bids.
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 sanctions procedures.</p>
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> <ol 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)

	<ul style="list-style-type: none"> 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 done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous

	<p>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</p>

	be rejected.
E. AWARD OF CONTRACT	
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

	<p>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</p>
43. Liquidated Damages	<p>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 its obligations as per Contract.</p>
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
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 Time: 10:00 AM (Moldova time) Date: January 27, 2022 10:00 AM Place: Zoom Meeting https://undp.zoom.us/j/86206008808?pwd=aWJhMzg4b3VldDJKRlVfd2dINHVpQT09</p> <p>Meeting ID: 862 0600 8808 Passcode: 954038</p> <p>Before joining the meeting kindly leave your name and contact details, after which you will be allowed to join the meeting.</p> <p>The UNDP focal point for the arrangement is: Victoria Josan, Procurement Assistant, EU4Moldova Programme E-mail: victoria.josan@undp.org</p> <p><i>Please, confirm your participation by COB one day before the pre-bid meeting to the following email: victoria.josan@undp.org</i></p>

5		Site visit:	<p>Site visit will be organized on: Time: 11:00-16:00 (Moldova time) Date: February 1, 2022 11:00 AM</p> <p>Bidders should arrange site visits at their own cost and shall coordinate the site visits with the following contact person from UNDP: <i>Vitalie VIERU, Project Officer/Infrastructure, EU4Moldova: Focal Regions Programme</i> (vitalie.vieru@undp.org), tel.: +373 79 99 88 02</p>
6	16	Bid Validity Period	90 days
7	13	Bid Security	Not Required
8	41	Advanced Payment upon signing of contract	<p>Allowed up to a maximum of 20% of contract value</p> <p>If it will exceed the amount of USD 30,000, the bidder must submit an advanced payment security in the same amount as the advanced payment, using the form and the content of the document in Section 6, FORM I: Form for Advanced Payment Guarantee</p>
9	42	Liquidated Damages	<p>Will be imposed as follows: In case the works are not completed within 180 calendar days, 2.5% of the total contract amount will be deducted out of the final invoice for each week of delay. Maximum delay: 4 weeks. Once the total amount of liquidated damages is equal to 10% of the total contract amount, UNDP may terminate the contract.</p>
10	40	Performance Security	<p>Required in the amount of 10% of the contract amount (see Section 6, FORM H: Form for Performance Security)</p> <ul style="list-style-type: none"> ▪ Performance Security shall be provided by the selected bidder within (7) days upon issuance of letter of intent/contract and before issuance of the notice to proceed.
11	12	Currency of Bid	<p>United States Dollar, VAT 0%</p> <p>United States Dollar will be also the contract currency and the currency of performance and maintenance securities. Payments under the contract will be made in Moldovan Leu based on UN Operational Rate of Exchange on the day of payment https://treasury.un.org/operationalrates/OperationalRates.php</p>
12	31	Deadline for submitting requests for clarifications/ questions	5 (five) days before the submission deadline

13	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Victoria Josan, Procurement Assistant EU4Moldova Programme at victoria.josan@undp.org
14	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering and on the websites: https://sc.undp.md/viewtenders2/ http://procurement-notice.undp.org/ https://www.ungm.org/Public/Notice
15	23	Deadline for Submission	As indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. In case of discrepancies, the eTendering system deadline will prevail over the other indicated deadlines.
16	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering
17	22	Bid Submission Address	https://etendering.partneragencies.org BU Code MDA10 and Event ID number 000011360
18	22	eTendering submission 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. ▪ Follow the Structure of the Technical Bid, including supporting Documents to be submitted listed in Form B below.
19	25	Date, time and venue for the opening of bid	Bidders will receive an automatic notification once their Bids are opened.
20	27, 36	Evaluation Method for the Award of Contract	Lowest priced out of technically responsive, eligible and qualified bids.
21		Expected date for commencement of Contract	March 15, 2022
22		Maximum expected duration of contract	18 months, starting from the date on which the Contractor is given Access to the Site and receives a notice from the UNDP Engineer to commence the Works and ending on the date of final completion of Works stated in the Certificate of Final Completion. The period of 18 months includes 6 months necessary for works' completion and 12 months of Defects Liability Period.

23	35	UNDP will award the contract to:	One Proposer Only
24	39	Type of Contract	Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
25	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
26	31	Due diligence	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. For more details, please, refer to point 31 of Section 2: Instruction to Bidders.
27		Other Information Related to the ITB	<i>n/a</i>

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 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	Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country	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

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 (five) years of experience in Road construction (Roads and airstrips; Bridges) contracts as Lead Company. <i>(For JV/Consortium/Association, Lead Company should meet requirement).</i>	Form D: Qualification Form
	Minimum 3 (three) finalized contracts implemented over the last 5 (five) years in a cumulative value of USD 600,000 (six hundred thousand) equivalent in the field of construction and landscaping works. The value of at least 1 contract shall not be less than USD 200,000 equivalent. <i>(For JV/Consortium/Association, Lead Company should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD 400,000 equivalent for the last 3 years. <i>(For JV/Consortium/Association, Lead Company should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	UNDP will check the financial accounts to compute the quick ratio (QR). Quick ratio test the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities. If QR is less than 1: UNDP shall verify financial capacity of the bidder and had the authority to seek references from concerned parties & banks on the bidder' financial standing. UNDP had the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not financially capable and/or had serious financial problems.	
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. The submission of the following documents according to resource methodology is mandatory (WinSmeta, WinDoc, etc): <ul style="list-style-type: none"> • Respective Bills of Quantities (two BoQs: parking lot and Nuferilor street); • Duly filled-in Unit Price Catalogue*; • Duly filled-in Resource Schedule*. *The catalogues will be generated by the software WinSmeta or similar.	Form E: Technical Bid Form and Annexes

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.

	Information on Key personal (CVs) is an important part of the technical evaluation process, including certifications, and specific experience related to the project.	
Key Personnel	<p>The bidders shall submit CVs of the proposed personnel.</p> <p>The required qualified personnel to be assigned by the contractor to the project on full-time resident positions are to be available on-site during implementation of the works, from start until completion.</p> <p>The Contractor shall engage competent workers to achieve the workmanship stated in the tender documents. Regardless of the personnel listed below the Contractor is required to provide additional supporting personnel to achieve the required scope of work on time without any additional fees. UNDP reserves the right to reject and/or instruct removal of staff due to non-performance.</p> <p>For each position, the CV must demonstrate the experience for the specific category and profession, including the certificates.</p> <p>The following key personnel is mandatory:</p> <ul style="list-style-type: none"> one (1) certified foreman in the field of "Road construction: a) Roads and airstrips; b) Bridges" <p><i>(Attestation certificates shall be valid at the date of bid submission. Please, ensure that copies of proving documents are attached.)</i></p>	Technical Bid CVs
Timeframe	Demonstrated capacity to implement and commission all the works within the proposed timeframe, which shall not exceed 180 calendar days.	Form E: Technical Bid Form
Financial Evaluation	<p>Detailed analysis of the price schedule and priced BoQ based on requirements listed in Section 5 and quoted for by the bidders in Form F.</p> <p>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)</p> <p>Comparison with budget/internal estimates. Please see the Pricing Info in Section 5b.</p>	Form F: Price Schedule Form

Section 5a: Scope of Works

1. BACKGROUND

The **EU4Moldova: Focal Regions Programme** supports the strengthening of economic, territorial and social cohesion in the Republic of Moldova by facilitating sustainable and inclusive local social-economic growth and improving the standards of living of the citizens from the two focal regions: Ungheni and Cahul municipalities and the neighboring localities. The Programme will support the two regions through: making governance more efficient – improving quality of services and necessary infrastructure; incentivizing private sector – increasing investments, improving local economy and creating new jobs; encouraging participatory democracy – involving citizens in democratic governance processes and enhancing their capacities to claim their rights.

The Programme aims to achieve the following objectives:

1. To strengthen transparency, accountability of local public authorities and people's participation in local governance processes in the focal regions.
2. To improve citizens' access to quality public services and utilities in the pilot focal regions.
3. To create employment opportunities for men and women in the focal regions and improve the attractiveness of the pilot regions for investors and entrepreneurs.
4. To promote the smart specialization of the economy of the focal regions through the development of the clustering and value chain approach in key economic sectors.

As a result of Programme implementation, the institutional capacities of local public authorities will increase and get consolidated to support the fulfilment of the integrated and environmentally-mainstreamed local social-economic development strategy (e.g.: CSOs, private sector, etc.), and the planning and monitoring of the social-economic development strategy's implementation will become wider. Citizens will benefit from increased quality, availability and performance of local public services and utilities, including the ones meant for women. Favorable conditions will be created for attracting investments, creating working places and fostering local and social entrepreneurship. The economic performance will also increase in the focal regions as a result of clusters' and specialized zones' creation, according to the smart specialization of the economy.

The Programme has the following partners: EU Delegation in Moldova, UNICEF, Ministry of Agriculture, Regional Development and Environment, State Chancellery, Ministry of Finance, Ministry of Economy and Infrastructure, central and local public authorities from Ungheni and Cahul focal regions, civil society groups and organizations, private sector and business associations, Public Services Agency, E-Governance Agency, Center and South Regional Development Agencies, Congress of Local Authorities in Moldova, Organization for Development of Small and Medium Enterprises Sector, citizens.

Citizens and communities from Ungheni and Cahul regions, local public authorities and civil society organizations will be the final beneficiaries of this Programme.

2. Content of works

The EU4Moldova: Focal Regions Programme launches a call to select a company / consortium with experience in the area of road construction in Moldova to carry out **“Major repairs of Nuferilor Street from Slobozia Mare village, Cahul rayon”**.

2.1 The content of works related to **“Major repairs of Nuferilor Street from Slobozia Mare village, Cahul rayon”** envisages the following types of works:

- Performing earthworks
- Executing the road system with the mechanical laying of the vibro-cylinder concrete layer
- Executing the sidewalks with asphalt concrete pavement
- Executing the entries in the yards of individual houses
- Organizing rainwater runoff by consolidating the ditches with monolithic concrete
- Repairing the bridge
- Installing road safety signs

All these types of works and activities will contribute, by the end, to fostering economic development and increasing touristic attractiveness and improving living conditions for the population from Cahul region, the beneficiary of the **EU4Moldova: Focal Regions Programme**.

2.2 The Contractor shall ensure all the necessary elements for the successful fulfilment of the contract. As a rule, the Contractor should ensure: labor force, engineering, materials, equipment, support materials, transportation, machinery, working tools, labor and site protection measures, necessary lab samples and tests according to constructions norms and standards, as well as the costs for covering the necessary trips for executing all the works envisaged in the contract. **The Contractor shall provide proof of its experience and endowment with mechanism necessary for performing road construction works, using the technology of mechanical laying of vibro-cylinder concrete in line with the Practical Code CP D.02.01-2012 “Guideline on building foundations and paving made of vibro-cylinder concrete”.** The site supervisor, who will manage the execution of works on the site, should be certified in the area of **“Road construction: a) roads and aviation runways; b) bridges”**. **The respective certification should be valid for the entire period of works’ execution, as stated in the tender specifications.**

The contract will cover the following activities:

- *procuring and delivering to the site the materials and services, which are necessary for successful execution of works;*
- *preparing the site for materials’ storage and works’ execution;*
- *construction works and territory landscaping;*
- *launch into operation of performed constructions works and carrying out performance tests.*

2.3 The physical and chemical characteristics of the construction materials suggested by contractors should meet the requirements from the tender specifications and execution sketches, as well as the below-mentioned guidelines, technical requirements and specifications. Construction materials should have national compliance certificates and/or European Certificate (CE), confirming quality indicators. The Contractor shall also ensure for all the materials to be used under the contract, to be coordinated in advance, before being used, with the representatives of the final Beneficiary and UNDP Moldova, accountable for daily supervision of the site and

periodical monitoring of the works on the site.

Note for Bidders:

Whenever the technical specifications request a specific product, specific brand, name/model, the bidders may come up with suggestions to coordinate any other product, which would be equal from all points of view with the specified product, meeting all origin requirements, physical, functional, and performance parameters.

3. Construction site

Contact person
Vasilie MARȚINCOVSCHII, national consultant / community infrastructure, EU4Moldova: Focal Regions Programme. Tel: +373 691 44942

Visiting the site:

Site visit will be organized on: 1 February 2022, 11:00 – 16:00 (Moldova time).

Bidders are requested, on mandatory basis, to visit and examine the site and its surroundings to obtain all the necessary information for the purpose of preparing the bid and subsequently signing a contract. The Bidders should organize their visits on their own account and coordinate their visits with the person responsible for this aspect from UNDP: *Vitalie VIERU, Project Officer/Infrastructure, EU4Moldova: Focal Regions Programme* (vitalie.vieru@undp.org), tel.: +373 79 99 88 02

The works announced in this tender shall be carried out on Nuferilor Street, in Slobozia Mare village, Cahul rayon.

4. Organizational arrangements

The implementation of the project and the fulfilment of on-site works shall be monitored by the Engineer appointed by UNDP Moldova, who will systematically visit the construction site for monitoring. Additionally, the National Consultant for community infrastructure and the Engineer – Technical Responsible, authorized by the Local Public Authority, shall ensure daily supervision of construction works and the quality of works' implementation as provided in the contract.

6. Expected results

The following *results* are expected from the Contractor:

Result 1: To finish all constructions works, as envisaged in the contract documents, within a deadline not exceeding **180 calendar days**.

Result 2: To launch into final operation the respective site within a deadline of: *90 calendar days – up to 6 months*, since the reception of the works finished at the site.

7. Main technical requirements and specifications

The construction and landscaping works shall be carried out in line with the provisions of project documentation No. **17/2016-DA "Designing and restoring the local road on Nuferilor Street in Slobozia Mare village, Cahul rayon"**, developed in August 2016 by the design company "Apast&CO" SRL based on the Urbanism Certificate No. 06 of 15.08.2016

Preparing works:

- Restoring the route and picketing the axis;
- Demolishing the existing indicators;
- Demolishing: curbs, existing concrete foundations;
- Transporting construction waste resulting from demolition at a distance of about 5km to a storage place preset by the Mayoralty of Slobozia Mare village, Cahul rayon.

Major repairs of Nuferilor Street from Slobozia Mare village, Cahul rayon:

- Performing earthworks with mechanical excavations and transportation of ground;
- Leveling the surfaces with the self-timer;
- Mechanical laying of the sand layer with a thickness of 10 cm;
- Mechanical laying of M400 crushed stone foundation layers with a thickness of 14 cm and 6 cm;
- Mechanical laying of the Bbtb-2.8 class vibro-cylinder concrete layer with a thickness of 16 cm;
- Double arrangement of bituminous treatment;
- Installing the prefabricated concrete curbs;
- Executing of the sidewalks with asphalt concrete pavements with small aggregate, SMSc -I / 2,2 SM STB 1033: 2008 with modified bitumen, hot executed, in thickness of 3.0 cm, with mechanical laying;
- Installing road signs;
- Arranging side street accesses, courtyard accesses, sidewalks, network branches;
- Arranging the reflective thermoplastic road marking;
- Sowing the lawn on the surfaces of green areas.

8. Reception by the end of works

After finishing the construction works and sending all the execution documents, the procedure for launching the site into operation will be organized in line with the provisions set in the Regulation regarding the reception of constructions works and related installations, approved via the Government Decision No. 285 of 23.05.1996 with subsequent amendments.

9. Warranty period

The warranty period for the performed works shall start on the date of site reception upon the end of the works and shall last for 36 months for works and materials.

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] <i>(Pls. link this to price schedule)</i>	DAP
Exact Address of Delivery/Installation Location	Nuferilor Street from Slobozia Mare village Cahul rayon
Customs, if required, clearing shall be done by:	Supplier
Installation Requirements	All the construction works must be carried out in accordance with national/local standards regarding civil works
Scope of Training on Operation and Maintenance	Road maintenance instructions
Commissioning	Preliminary and final commissioning of the works must be initiated by the Contractor
Warranty Period	36 months for the works, materials and equipment
Technical Support Requirements	The contracted company will eliminate any infrastructure damages subject of quality guaranty in a maximum 10 days from the moment of written notification
Pricing	<p>The contract is based on unit price, and the final price of the Contract will be determined on the basis of actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.</p> <p>Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the local market prices at the time of bids preparation. In case of unbalances pricing (i.e. despite an acceptable total evaluated price, the price of one of more BoQ line items is significantly over- or under-priced), UNDP have the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable risk to UNDP).</p>
Payment Terms <i>(max. advanced payment is 20% as per UNDP policy)</i>	<p><input checked="" type="checkbox"/> Advanced payment is allowed up to 20% of the contract amount, paid upon signature of contract by both parties (advanced payment will be deducted from next instalments in an equal percentage that advance payment represents over the total price of the contract)</p> <p><input checked="" type="checkbox"/> The Contractor shall submit monthly invoices (reflecting the monthly work performed and materials utilized every month as accepted by UNDP through the "Monthly Progress Reports") and a final invoice within 30 days from the issuance</p>

	<p>of the Certificate of Substantial Completion by the Engineer. UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the corrected amount. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt. Invoices will be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.</p> <p><input checked="" type="checkbox"/> So as to ensure the liquidated damages retention (in case applied) (as per point 9 of Section 3: Bid Data Sheet), the last invoice shall not be less than 10% of the total contract amount.</p>
Final Completion of works and validity of Performance Security	<p>UNDP will issue a certificate of final completion of works upon expiration of the Defect Liability Period of 12 months.</p> <p>Performance Security shall be valid until a date -30 days from the date of issue by UNDP of a certificate of final completion. It will be returned to the contractor within 30 days of final completion of the contract and after receipt of the maintenance guarantee, including any warranty obligation.</p>
Maintenance security ²	<p>Might be required in the amount of 2% of total contract amount in form of a letter of bank guarantee.</p> <p>(a) Seven days before the end of Defect Liability Period, UNDP will organize the site inspection and if the works are in line with the contract requirements, UNDP will Issue a Satisfactory Certificate of Inspection and will return to the Contractor the Performance Security in exchange of a Maintenance Security. UNDP will return to the Contractor the Performance Security after the Contractor furnishes to the UNDP a Maintenance Guarantee in an amount equal to (2%) of the Contract Price to be valid until the end of the Warranty Period;</p> <p>(b) If, within the warranty period after the works have been put into service, any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect either by replacement or by repair;</p> <p>(c) If the Contractor fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted from due sums against the Maintenance security.</p>
All documentations, including catalogues, instructions and operating manuals, shall be in these languages	English, Romanian or Russian

² The Maintenance Security will be issued using the Performance Security Template.

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form (<i>if the case</i>)	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form H: Performance Security (<i>upon contract award</i>)	<input type="checkbox"/>
▪ Form I: Advanced Payment Guarantee (<i>upon contract award, as per UNDP policy</i>)	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
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Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ItB21/02417		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of works and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may contact for requests for	Name and Title: [Complete] Telephone numbers: [Complete]

clarifications during Bid evaluation	Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Bid Submission Form (as per Form A) ▪ Bidder Information Form (as per Form B) ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the works/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Certified details of the ownership of the Bidder company (including each member of a JV consortium), providing the percentage ownership, share or stockholding of each party with an interest exceeding 5% of the company ownership (or <i>Annex 1 to Business Registration Certificate – for local companies</i>) ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Certified Letter of Appointment and power of attorney authorizing the representative of the Bidder to sign bids committing the Bidder and his joint venture partners (if any) to engagement for the Contract ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Joint Venture Partner Information Form (as per Form C), if applicable ▪ Evidence of the capacities, capabilities and reputation of the JV partners/Subcontractors (if any) should meet respective requirements listed in Section 4 ▪ Qualification Form (as per Form D) ▪ The latest Audited Financial Statement (Income Statement and Balance Sheet) including: Auditor’s Reports (for international companies) or registered Financial Report at the Statistical Bureau (for local companies) for the past 3 (three) years for the Bidder (2018-2020) ▪ Details of Previous Relevant Experience within the last 5 years, indicating the Beneficiary name and contact details, scope of executed works, contract amount and period of contract execution ▪ Final commissioning reports (for local bidders), or any other prove of successful completion of works on the site (for international bidders), for the construction sites presented as similar experience (<i>as required in Section 4</i>) ▪ At least 2 Clients’ statements confirming satisfactory performance by the Bidder, each JV partner/Subcontractor (if the case), on the two contracts of highest value carried out, during the past 5 years, by each intended participant ▪ Work time schedule, work manpower schedule for execution of contract and project cash flow

- Contract with accredited laboratory in the field of constructions
- List of qualified key personnel, together with CVs and professional certificates (valid at the date of presentation) (*as required in Section 4 above*)
- List of specialized mechanisms, machinery and equipment owned by the company/ leased, including technology of mechanical laying of vibro-cylinder concrete, including manufacturer and brand (bidders shall indicate whether the equipment is their own or rented)
- Evidence of the Bidder's Environmental and Social Management capability by submitting a plan which will ensure that all identified negative biological, physical and/or socio-economic impacts are minimized, mitigated or reversed
- All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- Duly filled-in Consolidated Price Schedule (as per Form F), respective Bills of Quantities (as per Annex 1), stamped by a certified cost estimation specialist (mandatory on Form F and Annex 1 BoQs' final pages)
 - Duly filled-in Unit Price Catalogue (F5), stamped by the certified cost estimation specialist;
 - Duly filled-in Resource Schedule (F3), stamped by the certified cost estimation specialist;
 - Duly filled-in Volume of works Schedule (F7), stamped by the certified cost estimation specialist.
- Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ItB21/02417		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture **OR** JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ItB21/02417		

If JV/Consortium/Association, to be completed by each partner.

History of Non-Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 5 years			
<input type="checkbox"/> Contract(s) not performed in the last 5 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list previous similar assignments successfully completed in the last 5 years **in the capacity of main contractor.**

List only those assignments for which the Bidder was legally contracted. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

Attached are copies of the financial statements (balance sheets, including all related notes, and income statements) endorsed by relevant national body for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Financial statements must correspond to accounting periods already completed and audited, or endorsed by relevant national body. No statements for partial periods shall be accepted.

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ItB21/02417		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details in point 2.2. below).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Works, Bill of Quantities and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required works, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.**

In case of subcontracting, please, ensure that Subcontractors are legally registered entities with successful experience in the execution of at least 3 (three) contracts with the specified type of works/services implemented within the last 5 (five) years.

In case of subcontracting, provide the following information:

Subcontractors' name	List type of works that will be subcontracted	Percentage of total Contract Value

- Attached are the Certificates of Incorporation/ Business Registration, including Annex 1 for Subcontractors
- Attached are the Company Profiles including past experience in delivering works for which they are subcontracted

- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

Bidders shall provide all the applicable data of the equipment offered, failing to do so may result in the bid being rejected. Corresponding documentation shall form part of the bidder's offer.
You may also provide brochures for the offered equipment, in case available.

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

Name of Bidder: _____
Authorized signature: _____
Name of authorized signatory: _____
Functional Title: _____

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

(in no circumstances here must be applied the signature of Director or other administrative person, only the signature of person whose experience and qualifications are described in CV)

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ItB21/02417		

The Bidder is required to prepare the Price Schedule following the below format:

- Duly filled-in Price Schedule, as per form below indicating prices per categories of works in US dollars;
- Duly filled-in Bills of Quantities (as per Annex 1), including F3, F5 and F7 forms, as per national legislation requirements, calculated based on resource methodology (WinSmeta software or similar) in US dollars.

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:

<http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=347161>

<http://lex.justice.md/md/295702/>

Serious deviations from the provisions of these documents will serve grounds for disqualification.

Please, **ensure that no changes in the volume of works are allowed; no changes in codes for works are allowed; no changes in the volumes of resources in the norms of materials, cost of labor and tools are allowed; no changes in coefficient for norms are allowed.**

Please, ensure that the **human power remuneration is not less than medium required by the National Legislation in force** (according to **Ordinance no. 164 of 24.11.2021**, with the reference to the Approval of the Amendment CP L.01.02: 2012 / A1: 2021 „Construction economics. Instructions for determining the estimate of expenses for construction salaries".)

Currency of the Bid: US Dollars

Price Schedule

Item #	Description	Total Price
1	Major repair works of Nuferilor Street from Slobozia Mare village, Cahul rayon	
TOTAL and All-inclusive PRICE (VAT 0%)		

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

FORM H: Form for Performance Security³

**Bid Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. *Click to enter* dated *Click to enter*, to deliver the goods and execute related services *Click here to enter text*. (hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

³ If the ITB requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template

FORM I: Form for Advanced Payment Guarantee

Bid Security must be issued using the official letterhead of the Issuing Bank.

Except for indicated fields, no changes may be made on this template.

This instruction section, as well as all footnotes, headers and any other instructions in this template, are only for the Business Unit's guidance and should be deleted before it is sent to the Contractor for review and signature.

How to use this template:

1. This must be finalized using the **official letterhead of the Issuing Bank**.
2. Except for indicated fields, no changes may be made on this template.
3. This Guarantee shall be required if the Contractor requests advanced payment exceeds the amount of USD 30,000 or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template, which cannot be changed without the approval of the Legal Office, BMS.

INSERT LETTERHEAD OF THE BANK

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of UNDP]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Company](the "Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with the United Nations Development Programme (the "Beneficiary") for the provision of [insert description of the Contract] (the "Contract").

Furthermore, we understand that, according to the terms of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made by the Beneficiary to the Contractor against an advance payment guarantee. The Contractor has requested that we issue such guarantee.

Further to the foregoing, we [name of Bank] hereby irrevocably undertake to pay to you, the Beneficiary, or your accredited representative, any sum or sums not exceeding in total an aggregate amount of [amount in words] ([amount in figures])⁴ (the "Guarantee") upon receipt by us of your first demand in writing, accompanied by a written statement, stating that the Contractor is in breach of its obligation under the Contract to return the amounts of the Guarantee, because the Contractor has used the advance payment for purposes other than the purposes permitted under the Contract. Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this Guarantee.

We further agree that no change or addition to or other modification of the terms of the Contract or of any of the Contract documents which may be made between the Beneficiary and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

⁴ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated in the currency/ies of the advanced payment as specified in the Contract.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Beneficiary receives full repayment of the advance payment from the Contractor.

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

Nothing herein or related hereto shall be deemed a waiver express or implied of the privileges and immunities of the United Nations, including its subsidiary organs nor shall it be interpreted or applied in a manner inconsistent with such privileges and immunities.

[signature(s)]