



# INVITATION TO BID

## **EU CBM: Repair of access road Severnyi district, Bender town**

ITB No.: ItB22/02441

Project: EU CBM V

Country: Republic of Moldova

Issued on: 30 May 2022

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 ..... 6

        7. Language ..... 6

        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)..... 9

        19. Amendment of Bids ..... 9

        20. Alternative Bids..... 10

        21. Pre-Bid Conference..... 10

    C. SUBMISSION AND OPENING OF BIDS..... 10

        22. Submission ..... 10

            Hard copy (manual) submission ..... Error! Bookmark not defined.

            Email and eTendering submissions ..... 10

        23. Deadline for Submission of Bids and Late Bids ..... 11

        24. Withdrawal, Substitution, and Modification of Bids..... 11

        25. Bid Opening..... 11

    D. EVALUATION OF BIDS..... 11

        26. Confidentiality..... 11

        27. Evaluation of Bids ..... 11

        28. Preliminary Examination ..... 12

        29. Evaluation of Eligibility and Qualification ..... 12

        30. Evaluation of Technical Bid and prices ..... 12

        31. Due diligence ..... 12

32. Clarification of Bids.....	13
33. Responsiveness of Bid .....	13
34. Nonconformities, Repairable Errors and Omissions.....	13
<b>E. AWARD OF CONTRACT.....</b>	<b>13</b>
35. Right to Accept, Reject, Any or All Bids .....	13
36. Award Criteria .....	14
37. Debriefing.....	14
38. Right to Vary Requirements at the Time of Award .....	14
39. Contract Signature.....	14
40. Contract Type and General Terms and Conditions.....	14
41. Performance Security .....	14
42. Bank Guarantee for Advanced Payment .....	14
43. Liquidated Damages .....	14
44. Payment Provisions .....	14
45. Vendor Protest.....	15
46. Other Provisions .....	15
<b>Section 3. Bid Data Sheet.....</b>	<b>16</b>
<b>Section 4. Evaluation Criteria .....</b>	<b>20</b>
<b>Section 5a: Scope of Works/Bill of Quantities.....</b>	<b>24</b>
<b>Section 5b: Other Related Requirements .....</b>	<b>30</b>
<b>Section 6: Returnable Bidding Forms / Checklist.....</b>	<b>33</b>
Form A: Bid Submission Form .....	34
Form B: Bidder Information Form .....	35
Form C: Joint Venture/Consortium/Association Information Form .....	38
Form D: Eligibility and Qualification Form .....	39
Form E: Format of Technical Bid.....	42
FORM F: Price Schedule Form .....	45
FORM G: Form for Bid Security .....	46
FORM H: Form for Performance security .....	47
FORM I: Form for Advanced Payment Guarantee.....	48

## 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 G: Form of Bid Security
  - o Form H: Form for Performance Security
  - o Form I: Form for 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 [vladimir.paraschiv@undp.org](mailto:vladimir.paraschiv@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:

*Vladimir Paraschiv*

460F5668C6C24DA...

Name: Vladimir Paraschiv

Title: Procurement Associate

Date: **May 30, 2022**

Approved by:

*Corina Oprea*

0015AC0033F642B...

Name: Corina Oprea

Title: Operations Manager

Date: **May 30, 2022**

## Section 2. Instruction to Bidders

A. 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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></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 (<a href="http://www.ungm.org">www.ungm.org</a>). 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 <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></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 <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees</p>

		meet the eligibility requirements as established by UNDP.
<b>4. Conflict of Interests</b>	4.1	<p>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"> <li>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;</li> <li>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</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <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"> <li>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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <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**

<b>5. General Considerations</b>	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.
	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.
<b>6. Cost of Preparation of Bid</b>	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.
<b>7. Language</b>	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.
<b>8. Documents Comprising the Bid</b>	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
<b>10. Technical Bid Format and Content</b>	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
<b>11. Price Schedule</b>	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
<b>12. Bid Security</b>	<p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> </ul>

	<ul style="list-style-type: none"> <li>b) In the event the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>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.</li> </ul> </li> </ul>
<b>13. Currencies</b>	<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"> <li>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</li> <li>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.</li> </ul>
<b>14. Joint Venture, Consortium or Association</b>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <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</p>



	be available within one firm.
<b>15. Only One Bid</b>	<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"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>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;</li> <li>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.</li> </ul>
<b>16. Bid Validity Period</b>	<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>
<b>17. Extension of Bid Validity Period</b>	<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>
<b>18. Clarification of Bid (from the Bidders)</b>	<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>
<b>19. Amendment of Bids</b>	<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</p>

	<p>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>
<b>20. Alternative Bids</b>	<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>
<b>21. Pre-Bid Conference</b>	<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

<b>22. Submission</b>	<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>
<b>eTendering submissions</b>	<p>22.4 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> <li>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.</li> </ul> <p>22.5 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:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a></p>

23. Deadline for Submission of Bids and Late Bids	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
<b>D. EVALUATION OF BIDS</b>	
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> <ul style="list-style-type: none"> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> </ul>

	<ul style="list-style-type: none"> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul> <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>
<b>28. Preliminary Examination</b>	<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>
<b>29. Evaluation of Eligibility and Qualification</b>	<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"> <li>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;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>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;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<b>30. Evaluation of Technical Bid and prices</b>	<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>
<b>31. Due diligence</b>	<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"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>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;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> </ul>

	f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
<b>32. Clarification of Bids</b>	<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>
<b>33. Responsiveness of Bid</b>	<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>
<b>34. Nonconformities, Repairable Errors and Omissions</b>	<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> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>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.</li> </ul> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
<b>35. Right to Accept, Reject, Any or All Bids</b>	<p>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</p>

	the contract to the lowest priced offer.
<b>36. Award Criteria</b>	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.
<b>37. Debriefing</b>	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.
<b>38. Right to Vary Requirements at the Time of Award</b>	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.
<b>39. Contract Signature</b>	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.
<b>40. Contract Type and General Terms and Conditions</b>	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 <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> 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.
<b>42. Bank Guarantee for Advanced Payment</b>	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 <a href="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&amp;action=default">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&amp;action=default</a>
<b>43. Liquidated Damages</b>	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.
<b>44. Payment Provisions</b>	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.
<b>45. Vendor Protest</b>	<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><a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a></p>
<b>46. Other Provisions</b>	<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><a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></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: 11:00 (Moldova time) (GMT+2)  Date : June 8, 2022 11:00 AM  Venue : Zoom Meeting  <a href="https://undp.zoom.us/j/81269919256?pwd=aEt2VldVMnBOTXNybnY3aEhabXFQUT09">https://undp.zoom.us/j/81269919256?pwd=aEt2VldVMnBOTXNybnY3aEhabXFQUT09</a>  Meeting ID : 812 6991 9256  Passcode: 491120  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:  Andrei VASILACHI, EU-CBM, Community Infrastructure  Project Manager  Telephone: (+373 22) 839-872  E-mail: <a href="mailto:andrei.vasilachi@undp.org">andrei.vasilachi@undp.org</a>  Please, confirm your participation by COB one day before the pre-bid meeting to the following email: <a href="mailto:andrei.vasilachi@undp.org">andrei.vasilachi@undp.org</a></p>



4.1	21	Site visit	<p>Site visit will be organized on:  Time: 10:00 (Moldova time) (GMT+2)  Date : April 8, 2022 10:00 AM  <i>(Subject to the epidemiological situation and local permits, the date of the site visit will be confirmed with at least 3 days in advance)</i></p> <p>Bidders should arrange site visits at their own cost and shall coordinate the site visits on the above-mentioned date no later than 2 days in advance, with the following contact person from UNDP: Andrei VASILACHI, EU-CBM, Community Infrastructure Project Manager.  Telephone: (+373 22) 839-872  E-mail: <a href="mailto:andrei.vasilachi@undp.org">andrei.vasilachi@undp.org</a></p> <p>Separate site visits can be organized on other dates by Bidders at their own cost and without the support and/or presence of UNDP representatives at the site.</p>
5	16	Bid Validity Period	90 days
6	13	Bid Security	<p>Required in the amount of USD 15,000.00 (Fifteen thousand US Dollars)</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> <li>Bank Guarantee (See Section 6, From G: Form of Bid Security for template)</li> </ul> <p>A scanned copy of the bid security shall be submitted as part of the e-Tendering bid submission. The original of the Bid Security shall be delivered to the below address <u>not later than 10 days after the submission deadline</u>:</p> <p><b>UNDP Moldova, #131, 31 August 1989 Street,  MD-2012, Chisinau, Republic of Moldova  to the attention of the Procurement Unit</b></p>
7	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 30,000 USD, 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>
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>In case the works are not completed within 120 days, 2.5% of the total contract amount will be deducted out of the final invoice for each week of delay.  Max. number of weeks of delay 4.  Once the total amount of liquidated damages is equal to 10% of the total contract amount, UNDP may terminate the contract.</p>
9	40	Performance Security	Required in the amount of 10% of the contract amount

			<p>Acceptable Forms of Performance Security</p> <ul style="list-style-type: none"> <li>percentage of total payment held as retention money until final certification of acceptance of all contract outputs/deliverables. The term "acceptance" shall not be equated with "mere receiving" of outputs/deliverables.</li> </ul> <p>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.</p>
10	12	Currency of Bid	<p>United States Dollar</p> <p>United States Dollar will be also the contract currency and the currency of performance and maintenance securities.</p> <p>The Moldovan companies will have their payments under the contract made in Moldovan Leu based on UN Operational Rate of Exchange on the day of payment</p> <p><a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a></p>
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Andrei VASILACHI, EU-CBM, Community Infrastructure Project Manager</p> <p>Address: 101 Sciusev Street, Chisinau, Republic of Moldova</p> <p>E-mail address: <a href="mailto:andrei.vasilachi@undp.org">andrei.vasilachi@undp.org</a></p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p>Direct communication to prospective Proposers by email and Posting on the websites:</p> <p><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></p> <p><a href="https://sc.undp.md/viewtenders2/">https://sc.undp.md/viewtenders2/</a></p> <p><a href="http://procurement-notices.undp.org/">http://procurement-notices.undp.org/</a></p> <p><a href="https://www.ungm.org/Public/Notice">https://www.ungm.org/Public/Notice</a></p>
14	23	Deadline for Submission	<p><b>22 June 2022, 16:30 (GMT+3)</b></p> <p>For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</p> <p>In case of discrepancies, the eTendering system deadline will prevail over the other indicated deadlines.</p>
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering
15	22	Bid Submission Address	<p><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></p> <p><b><u>BU Code: MDA 10</u></b></p> <p><b><u>Event ID number: 0000011991</u></b></p>

16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission:  <b>UNDP Moldova, #131, 31 August 1989 Street, MD-2012, Chisinau, Republic of Moldova to the attention of the Procurement Unit</b> </li> </ul>
17	25	Date, time and venue for the opening of bid	Bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	<i>July 1, 2022</i>
20		Maximum expected duration of contract	16 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.
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Civil Works <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
24	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.
25		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 (if required) submitted as per ITB requirements with compliant validity period

### Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	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
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	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
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"> <li>▪ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;</li> <li>▪ <u>Valid License for road construction works in Transnistria region (one of the JV partners must have the license)</u></li> </ul>	Form B: Bidder Information Form
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

<sup>1</sup> 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.

<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 5 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 5 (five) years proven experience in the area of road rehabilitation/construction works. <i>(For JV/Consortium/Association, the Team Lead should meet requirement).</i>	Form D: Qualification Form
	Minimum 3 (three) contracts of similar value, nature and complexity (Road rehabilitation/construction in Transnistria region) implemented over the last 5 (five) years with a value not less than 100,000 USD for one of them and the cumulative total value of 3 contracts shall be not less than 400,000 USD <i>(For JV/Consortium/Association, the team lead should meet the requirement).</i>	Form D: Qualification Form
<b>Financial Standing</b>	Minimum average annual turnover of USD 300,000 (three hundred thousand) equivalent for the last 3 years (as per submitted audited financial statements). <i>(For JV/Consortium/Association, all Parties cumulatively 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 tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities.  <b>If QR is less than 1:</b> UNDP shall verify financial capacity of the bidder and had the authority to seek references from concerned parties & banks on the bidder's 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.	
<b>Technical Evaluation</b>	<p>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.</p> <ul style="list-style-type: none"> <li>• Valid license at the day of presentation, including the annexes, technical accreditation for the purposed scope of works;</li> <li>• Sufficient human resources, capabilities and timely executed works (as per list below section: Key Personnel)</li> <li>• Sufficient technical means (owned or rented, <i>for JV/Consortium/Association, all Parties cumulatively should meet requirement</i>) in order to perform the works, namely: <ul style="list-style-type: none"> <li>○ Cold milling machine – minimum 1 piece;</li> <li>○ Grader - minimum 1 piece;</li> <li>○ Gudronator bitumen truck - minimum 1 piece;</li> <li>○ Asphalt paver - minimum 1 piece;</li> <li>○ Asphalt compaction roller 5-10tone - minimum 2 pcs;</li> <li>○ Pneumatic tired road roller - minimum 1 piece;</li> <li>○ Striping machine - minimum 1 piece;</li> <li>○ Sweeping truck - minimum 1 piece;</li> <li>○ Excavators - minimum 2 pcs;</li> <li>○ Dump truck - 5-10tons - minimum 5 pieces;</li> <li>○ Tanker truck - minimum 1 piece;</li> </ul> </li> </ul>	Form E: Technical Bid Form Annexes

	<ul style="list-style-type: none"> <li>○ Chainsaw- minimum 5 pcs;</li> </ul> <p>The technical bids must be fully compliant to the Technical specifications and Schedule of Requirements (as per Section 5a).</p> <p>The submission of the following documents according to WinSmeta software is mandatory:</p> <ul style="list-style-type: none"> <li>• Respective Bills of Quantities (F7, as per Annex 1);</li> <li>• Duly filled-in Unit Price Catalogue (F5);</li> <li>• Duly filled-in Resource Schedule (F3).</li> </ul> <p><b>Will serve grounds for disqualification:</b></p> <ul style="list-style-type: none"> <li>• Failure to submit one of the above-mentioned documents.</li> </ul> <p>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</p> <p><a href="http://lex.justice.md/index.php?action=view&amp;view=doc&amp;lang=1&amp;id=347161">http://lex.justice.md/index.php?action=view&amp;view=doc&amp;lang=1&amp;id=347161</a>  <a href="http://lex.justice.md/md/295702/">http://lex.justice.md/md/295702/</a></p> <p>Any deviations from the provisions of these documents will serve grounds for disqualification:</p> <ul style="list-style-type: none"> <li>• Changes in codes for works required*;</li> <li>• Changes in the volume of works required*;</li> <li>• Changes in the volumes of resources in the norms of materials, human power and tools*;</li> <li>• Changes in coefficient for norms*;</li> </ul> <p>* Proposing manpower remuneration below the medium required by the National Legislation in force (according to Ordinance nr. 14 of 10.02.2022, with the reference to the Approval of the Amendment CP L.01.02:2012/A2:2022 „Construction economics. Instructions for determining the estimate of expenses for construction salaries”).</p>	
<b>Key Personnel</b>	<p>Information on Key personal (CVs) is an important part of the technical evaluation process, including certifications, and specific experience related to the project.</p> <p>The bidders shall submit CVs of the below 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"> <li>○ One manager/team leader, licensed in civil/road construction;</li> <li>○ One licensed road works foreman</li> <li>○ One licensed geodesic supervisor</li> </ul>	

	<ul style="list-style-type: none"> <li>One lab personnel for receiving mixtures and road construction materials</li> </ul> <p>Proof of licenses for the above-mentioned specialists will serve the diplomas for the studies as per experience requested in the ITB document and copies of the labor card that indicates that the person has worked the last 5 years for each position sought.</p>	
<b>Timeframe</b>	<p>Demonstrated capacity to implement and commission all the works within the proposed timeframe, which shall not exceed 120 days</p> <p>(<u>Gantt Chart or Project Schedule</u> indicating the detailed sequence of activities that will be undertaken and their corresponding timing).</p>	Form E: Technical Bid Form
<b>Financial Evaluation</b>	<p>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F and BoQ.</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.</p>	Form F: Price Schedule Form

## Section 5a: Scope of Works/Bill of Quantities

---

### 1. BACKGROUND

In 2019 the European Union launched the fifth phase of the Confidence Building Measures Programme (EU-CBM V), funded by the European Union and implemented by the UNDP Moldova. The overall goal of the Program is to increase confidence between both banks of the Nistru River by ensuring socio-economic development through involvement of local authorities, civil society organizations, private actors, and other community stakeholders. The EU CBM Programme is focused on 4 specific fields: promoting business development; support to community development and cross river platforms of cooperation; preserving cultural and historical heritage and assistance to media development and cooperation.

Under the social infrastructure component, special attention is paid to the problem of free movement of people between the settlements on both banks of the Nistru River.

Thus, one of the projects which would essentially contribute to the movement of people and cars in the settlements of Bender- Varnița – Gura Bâcului with access to the National M5 motorway is the repair of the portion of the L475 local road, located in the residential and industrial sector of Severnyi district, Bender town.

### 2. SCOPE OF WORKS

The EU-CBM V Programme is looking for a company or consortium of companies in the sphere of road constructions, which have experience in the sphere of building/rehabilitating/repairing the road infrastructure and hold a license to perform such type of works in Transnistria region, and also have the capacity to perform the works on the object "Repair of access road Severnyi district, Bender town".

The road portions proposed to be repaired are under the control of the de factor authorities of Transnistria region, Republic of Moldova.

The amount of works to be performed is focused on the rehabilitation of the road infrastructure of the central existing road of Severnyi district, Bender town, the entire amount of works shall comprise the rehabilitation of a road portion with the total length of approximately 3.22km executed in two traffic lanes with a standard length of 3.5 m. The sector to be rehabilitated starts from the peacekeepers' post located between Severnyi district, Bender town, and the bridge on Bâc river connecting Severnyi district, Bender town, to the settlement of Gura Bâcului and the national M5 motorway, and ends with the limit of the residential part (with multistoried buildings) of Severnyi district.

Depending on the degree of wear and tear and on the factual situation on site, the given sector of 3.22km has been divided into 5 sub-sectors with various types of works provided for each of them.

l) First subsector (crossroad in front of the peacekeepers' post):

- a roundabout shall be created to alleviate traffic and to give an opportunity to increase traffic safety;

- Works to be performed:

- a) cleaning and cutting the existing wearing course;

- b) earthworks to widen the crossroad;

- c) creation of the roundabout of kerbs;

- d) for the widening areas, works of stoning with various fractions, compacting, processing with bitumen, placing the layer of asphaltic concrete of high fraction shall be made;

- e) For the entire crossroad area, cleaning, priming with bitumen, laying the wearing course of 4 cm;

- f) Installing traffic signs;

- g) Execution of traffic road markings;



h) Execution of the verge strengthening of crushed rock;

II) Second subsector, Sector of repaired road (PC0+29 ---- PC4+ 35) – From the peacekeepers' post 435m towards Varnița – Severnyi district, Bender town, industrial area. The road has been rehabilitated in 202 by the local authorities of Anenii Noi :

a) Cleaning from vegetation;

b) Installing traffic signs;

c) Execution of traffic road markings;

III) Third subsector, (PC04+35 ---- PC13+ 33), road sector with the length of approximately 898m, continuation of the previous road sector, Severnyi, industrial area, a sector which is in the most deplorable condition:

a) Cleaning from alluvions and mud, earth remained after rainfall, cleaning the verges;

b) Cleaning from vegetation;

c) cleaning and cutting the existing wearing course;

d) Filling the holes deeper than the cut layer with high fraction asphaltic concrete;

e) priming with bitumen;

f) laying the wearing course of low fraction asphaltic concrete with the thickness of 4 cm;

g) Installing traffic signs;

h) Execution of traffic road markings;

I) Execution of the verge strengthening of crushed rock;

iV) Fourth subsector, (PC013+33 ---- PC20+ 90), continuation of subsector III) it starts at the terminal station of bus no. 7 and ends at the beginning of the residential Severnyi district with multistoried buildings:

a) Cleaning from alluvions and mud, earth remained after rainfall, cleaning the verges;

b) Cleaning from vegetation;

c) cleaning and cutting the existing wearing course;

d) Filling the holes deeper than the cut layer with high fraction asphaltic concrete;

e) priming with bitumen;

f) laying the wearing course of low fraction asphaltic concrete with the thickness of 4 cm;

g) Installing traffic signs;

h) Execution of traffic road markings;

I) Execution of the verge strengthening of crushed rock;

V) Fifth subsector, (PC20+ 90---- PC32+ 21), continuation of subsector IV, it starts with the multistoried buildings of Severnyi district, Bender town, and ends at the entrance in Varnița village. Severnyi district – residential part.

a) Cleaning from alluvions and mud, earth remained after rainfall, cleaning the verges;

b) Cleaning from vegetation;

c) cleaning and cutting the existing wearing course;

d) installing the kerbs on the sides of the roadway;

e) Filling the holes deeper than the cut layer with high fraction asphaltic concrete;

f) priming with bitumen;

g) laying the wearing course of low fraction asphaltic concrete with the thickness of 4 cm;

h) Installing traffic signs;

i) Execution of traffic road markings;

j) Execution of the verge strengthening of crushed rock;

k) Execution of the pedestrian walkway;

Additionally, 5 public transport waiting stations are planned to be executed, as well as the exits to the adjacent connecting roads.

It is to mention that UNDP reserves the right to cut 20% of the volume if the bids exceed the limit of the available budget. In case of need, the first on the cutting list will be the volumes relating to the execution of kerbs along the roadway and of the pedestrian walkway in sector V, as well as the public transport waiting stations.

The Contractor must ensure all the necessary elements for the successful fulfilment of the contract: labor, engineering, installations and equipment, support materials, transportation, machines and mechanisms, tools, overheads needed for carrying out all the works under this contract. Transportation of materials shall be the responsibility of Contractor. Residues formed as a result of road rehabilitation works undertaken will be evacuated by the Contractor to authorized dumps.

The Contractor will be responsible for:

- procurement and delivery to the site of necessary materials, machinery, equipment, and services for successful carrying out of works;
- preparing the site to ensure security and storage of materials, machinery and equipment necessary for carrying out the works;
- road restauration/rehabilitation works;
- commissioning of executed construction works, including performance tests (as appropriate)

2.3 The physical and chemical characteristics of the road construction materials, proposed by the contractors, shall comply with the requirements set out in the BoQ and sketches as well as with the guidelines, requirements and technical specifications required below. Road construction materials must have national certificates of conformity and/or European Certificates (EC), which confirm the quality indices. As well, the Contractor must ensure that all materials, equipment and activities related to road rehabilitation/restoration works under the contract, to be coordinated, prior to fulfilment, with the representatives of the Beneficiary and UNDP Moldova, accountable for: daily supervision and periodical monitoring of the works on the site.

### **3. ORGANIZATIONAL ARRANGEMENTS**

The Contractor will be awarded a contract with UNDP for the delivery of road rehabilitation/restoration works applied for, and will work under the guidance of the EU-CBM V Project Officers/Engineers and supervised by EU-CBM V Community Infrastructure Project Manager. The Contractor will be responsible for establishing and maintaining of good working relationships with relevant authorities, as well as for arranging all necessary transportation and logistics arrangements.

EU-CBM program will contract a person for provision of technical supervision for the rehabilitation works. This person will be responsible for caring out all the supervision of the works and of the site in accordance with responsibility which arises from the Moldovan Law No. 721 of 02.02.1996 on the *Quality in Constructions*;

The selected company will be responsible for safety measures (for people, structures and special elements) before initiating and implementing any type of work.

#### 4. Regulatory Framework

For the contract implementation, the selected company shall be guided by the normative acts in force in Moldova, specifically:

- a) Law No. 721 of 02.02.1996 on the Quality in Constructions;
- b) Government Decision no. 285 of 23.05.1996, Regulation on the reception of construction works and related facilities;
- c) CP D.02.24:2019 Classification and periodicity of performing the works for the maintenance and repair of public roads;
- d) NCM D.02.01:2015 Designing public roads;
- e) CP D.02.18:2017 Labor protection rules during the construction, repair and maintenance of roads;
- f) CP D.02.25:2021 Hot made asphaltic mixtures. Technical conditions for the design, preparation and putting into work of asphaltic mixtures;
- g) CP D.02.15-2014 Norms regarding the necessary road equipment for the maintenance of roads;
- h) CP D.02.14-2013 Rules for the investigation and assessment of the road condition;
- i) CP D.02.12-2014 Methodic recommendations for the rehabilitation of the road covering and foundations by cold recycling methods;
- j) CP D.02.11-2014 Recommendations on the design of the streets and roads in urban and rural settlements;
- k) D.02.10-2016 Recommendations on traffic safety;
- l) CP D.02.04-2011 Guidelines on the technology of reinforcement of the road covering of asphaltic concrete with additions of basaltic rock fiber during the construction and repair of roads;
- m) CP D.02.03-2011 Guidelines on the use of bitumen and rubber based bonders for the construction and repair of road coverage;
- n) CP D.02.02-2013 Organization of the execution of works during road maintenance and repair. Guidelines of the road master;
- o) NCM D.02.04:2018 Norms for the maintenance of national roads by performance criteria;
- p) NCM D.02.03:2018 Norms for the arrangement of crossroads at the same level on public roads;
- q) CP D.02.17-2012 Strengthening the verges of the roads;
- r) CP D.02.22:2016 Regulations on the works of stabilizing the lands with stabilizers based on polyezyme natural organic compounds;
- s) CP D.02.20-2012 Technical recommendations on the structures and construction technologies of roads, sidewalks, platforms on territories with social-cultural destination
- t) Other normative acts in force on the Transnistrian territory of the Republic of Moldova.

#### 5. EXPECTED RESULTS

The following results are expected from the Contractor:

Result 1: Completion of all road rehabilitation works, provided in the contract documents, within a period not exceeding 120 calendar days, 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 substantial completion of Works stated in the Certificate of Substantial Completion.

Result 2: Final commissioning of the object within a period of: 365 calendar days – up to 12 months, since the reception of the works finished at the site. The final commissioning will be provided after expiration of the Defect Liability Period.

## 6. MAIN TECHNICAL REQUIREMENTS

Execution of road rehabilitation works will be performed in accordance with bill of quantities and execution sketches for "Repair of access road Severnyi district, Bender town".

For the good contract implementation, the bidder shall prove to have:

- a) Sufficient human resources, capabilities, and timely executed works
  - One manager/team leader, licensed in civil/road construction;
  - One licensed road works foreman
  - One licensed geodesic supervisor
  - One lab personnel for receiving mixtures and road construction materials
  - Minimum 15 general workers
- b) Sufficient technical means (equipment) in order to perform the works, namely:
  - Cold milling machine – minimum 1 piece;
  - Grader - minimum 1 piece;
  - Gudronator bitumen truck - minimum 1 piece;
  - Asphalt paver - minimum 1 piece;
  - Asphalt compaction roller 5-10tone - minimum 2 pcs;
  - Pneumatic tired road roller - minimum 1 piece;
  - Striping machine - minimum 1 piece;
  - Sweeping truck - minimum 1 piece;
  - Excavators - minimum 2 pcs;
  - Dump truck - 5-10tons - minimum 5 pieces;
  - Tanker truck - minimum 1 piece;
  - Chainsaw- minimum 5 pcs;

Note: The selected contractor shall be responsible for the performance and payment of all the laboratory tests relating to the compacting degree quality of mixtures and bituminous bonders, etc. Such costs shall be introduced by the bidder in the price schedule.

## 7. RECEPTION BY THE END OF WORKS.

After the construction works have been completed and execution documents submitted, the object will be commissioned upon completion of the works in accordance with the provisions of the Regulation on the reception of construction works and related facilities, approved by Moldovan Government Decision no. 285 of 23.05.1996.

## 8. FINANCIAL ARRANGEMENTS

Payments will be made based on unit prices provided in the financial proposal multiplied with the quantities for services required and accepted by UNDP. Even though the contract will be signed in US\$ currency, the payments will be effected in MDL based on UN operational rate of exchange on the day of payment (for reference, please, refer to <https://treasury.un.org/operationalrates/default.php> ). Still, the Bidders are required to consider any eventual currency fluctuations while developing their Financial Proposal, given that currency fluctuation is not subject to any changes in the unit rates and total contract price.

## **9. WARRANTEE PERIOD**

The warranty period for the works and installed equipment will start from the day of preliminary commissioning and will last 12 months for the works, materials and equipment.

**Note for potential international bidders: The international companies that will apply to the tender shall correspond fully to the requirements of the Moldovan and Local Transnistrian region legislation in the field of road construction/rehabilitation, including the availability of personnel that is certified in accordance with Moldovan norms and requirements and road construction license for Transnistrian region.**

## 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	Severnyi district, Bender town, Transnistria region
Customs, if required, clearing shall be done by:	Supplier
Installation Requirements	All the works must be carried out in accordance with national/local standards regarding civil road works
Commissioning	Preliminary and final commissioning of the works must be initiated by the Supplier
Warranty Period	Minimum of 2 years after issuance of certificate of substantial completion
Technical Support Requirements	The contracted company will eliminate any infrastructure damages subject of quality guaranty in a maximum one month from the moment of written notification
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>	<ul style="list-style-type: none"> <li>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)</li> <li>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 of the Certificate of Substantial Completion by the Engineer. UNDP shall effect payment of the invoices after receipt of the certificate of payment</li> </ul>

	<p>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> <ul style="list-style-type: none"> <li>• 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</li> </ul>
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 (The Maintenance Security will be issued using the Performance Security Template.)	<p>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.</p> <p>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 (two years from the end of the final completion of works in line with Moldovan legislation);</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 this language	English or Romanian or Russian
Duration of Work	<p>The estimated duration of works is up to 120 days. The expected time of commencement of contract is June 2022.</p> <p>Bidder shall submit a work timeframe which will not exceed the maximum estimated duration of the contract (taking into consideration the weather conditions). The timeline of works</p>

	<p>must be in the form of an Excel spreadsheet/chart stating the various works (referring to the technical specifications and the bill of quantities) and the duration of each stage in weeks/months. This chart shall stipulate clearly the overall and specific duration of the works.</p> <p>After the road rehabilitation works have been completed and execution documents submitted, the object/site will be commissioned upon completion of the works in accordance with the provisions of the Regulation on the reception of construction works and related facilities, approved by Moldovan Government Decision no. 285 of 23.05.1996.</p>
--	---



## 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:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form G: Form for Bid Security	<input type="checkbox"/>
▪ Form H: Form for Performance Security	<input type="checkbox"/>
▪ Form I: Form for Advanced Payment Guarantee	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

### Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
-------------------------------	--------------------------

**F. FORM A: BID SUBMISSION FORM**

Name of Bidder:	[Insert Name of Bidder]
ITB reference:	ItB22/02441

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods 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]*

**G. FORM B: BIDDER INFORMATION FORM**

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>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):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>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</b>	[Complete]
<b>Is your company a member of the UN Global Compact</b>	[Complete]
<b>Contact person that UNDP may</b>	Name and Title: [Complete]

<b>contact for requests for clarifications during Bid evaluation</b>	Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Bid Submission Form (as per Form A)</li> <li>▪ Bidder Information Form (as per Form B)</li> <li>▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Valid License with annexes and accreditations for construction and/or road construction works in Transnistria region</li> <li>▪ 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</li> <li>▪ 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, if any</li> <li>▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country, if applicable</li> <li>▪ Joint Venture Partner Information Form (as per Form C), if applicable</li> <li>▪ Evidence of the capacities, capabilities and reputation of the JV partners/Subcontractors (if any) should meet respective requirements listed in Section 4</li> <li>▪ Qualification Form (as per Form D)</li> <li>▪ 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 (2019-2021)</li> <li>▪ 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</li> <li>▪ 3 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 (as required in Section 4)</li> <li>▪ 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</li> <li>▪ Technical Bid (as per Form E)</li> <li>▪ Work time schedule, work manpower schedule for execution of contract and project cash flow</li> </ul>

- Contract with accredited laboratory in the field of road constructions
- List of qualified key personnel, together with CVs and labor cards and diplomas (as required in Section 4 above)
- List of specialized equipment, containing information about the model and year of manufacture, production capacity and manufacturer of each item (bidders shall indicate whether the equipment is their own or rented) (as required in Section 4 above)
- Evidence of the Bidder's Environmental and Social Management capability by submitting a plan or a note (2-5 pages) 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 five (5) 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 BoQ 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
- Bid Security (as per Form G) – submitted in original not later than 10 days after the submission deadline at the address indicated in Section 3, point 6 above

H. FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ItB22/02441		

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 (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

<b>Name of leading partner</b> (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

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: _____

**I. FORM D: ELIGIBILITY AND QUALIFICATION FORM**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ItB22/02441		

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 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 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 5 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 only previous similar assignments successfully completed in the last 5 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, 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.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 2 (two) Clients or more.

## Current contracts commitments/Works in Progress

Complete information about all projects in progress

Name of Client	Project Name and Location	Contract Value	Project Start Date	Scheduled Completion Date	Completion percentage

## Financial Standing

<b>Annual Turnover for the last 3 years</b>	Year	USD
	Year	USD
	Year	USD
<b>Latest Credit Rating (if any), indicate the source</b>		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 2019	Year 2020	Year 2021
	<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 audited financial statements (balance sheets, including all related notes, and income statements) 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; Historic financial statements must be audited by a certified public accountant;
  - b) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

J. FORM E: FORMAT OF TECHNICAL BID

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ItB-22/02441		

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).
- 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 Supply, Technical Specifications, 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 goods and services, 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.

Please note that subcontracting must not exceed 30% of the contract value.

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.

**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**

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/Qualifications</b>	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
<b>Professional certifications</b>	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i>
	<ul style="list-style-type: none"><li>▪ Name of institution: [Insert]</li><li>▪ Date of certification: [Insert]</li></ul>
<b>Employment Record/Experience</b>	<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)

**K. FORM F: PRICE SCHEDULE FORM**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ItB22/02441		

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

The works of the repair of access road Severnyi district, Bender town are contained in one BoQs (Bills of Quantities (attached).

**Currency of the Bid:** [Insert Currency]

**Price Schedule**

Item #	Description	Total Price, USD, VAT excluded
2-1-1	Repairs and development of road infrastructure	
	Costs of geodesic supervision of the works (from the side of the contractor)	
	Lab tests (mixtures and road construction materials)	
	Other costs	
	<b>GRAND TOTAL (VAT excluded)</b>	

Name of Bidder: \_\_\_\_\_

Authorised signature: \_\_\_\_\_

Name of authorised signatory: \_\_\_\_\_

Functional Title: \_\_\_\_\_

**L. FORM G: FORM FOR BID SECURITY**

**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 Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated [Click here to enter a date.](#) to execute goods and/or services [Insert Title of Goods and/or Services] (hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security if the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bids;
- c) Fails to comply with UNDP's variation of requirement, as per ITB instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, 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 Price Bid 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 up to 30 days after the final date of validity of bids.

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

*[Stamp with official stamp of the Bank]*

## M. FORM H: FORM FOR PERFORMANCE SECURITY

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in 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. [insert contract no.] dated [insert date], to deliver the goods and execute related services [insert relevant 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

Date:

Name of Bank:

Address:

**N. FORM I: FORM FOR ADVANCED PAYMENT GUARANTEE**

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)***

---

\_\_\_\_\_ [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*] (hereinafter called "the Contractor") has entered into Contract No. [*reference number of the contract*] dated [*insert: date*] with you, for the provision of [*brief description of ITB requirements*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [*amount in words*] ([*amount in figures*]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [*name of Bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [*amount in words*] ([*amount in figures*]) 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 because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at [*name and address of Bank*].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Contractor has made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_, 2\_\_, 20\_\_ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.