



INVITATION TO BID (ITB)

**Capital rehabilitation of 1.4 km long local road in Manoilești village,
Ungheni district**

ITB No.: ItB22/02545

Project: Eu4Moldova: Focal regions Programme

Country: Moldova, Republic of

SECTION 1: LETTER OF INVITATION

United Nations Development Programme, hereinafter referred to as UNDP, through **Eu4Moldova: Focal regions Programme** hereby invites prospective bidders to submit a bid for **provision of capital rehabilitation of 1.4 km long local road in Manoilești village, Ungheni district**, in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

To enable you to submit a bid, please read the following attached documents carefully.

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements

Section 6: Conditions of Contract and Contract Forms

Section 7: Bidding Forms

- Form A: Bid Confirmation
- Form B: Checklist
- Form C: Bid Submission
- Form D: Bidder Information
- Form E: Joint Venture/Consortium/Association Information
- Form F: Eligibility and Qualification
- Form G: Technical Bid
- Form H: Price Schedule
- Form I: Bid Security

Annex 1: Bill of Quantities (in English and Romanian languages)

Annex 2: Technical Drawings (in Romanian language)

Annex 3: Technical sanitary approvals of conformity of technical drawings (in Romanian language)

Annex 4: Scope of Works (in Romanian language)

Annex 5: General Terms and Conditions of Civil Works Contract (in English and Russian languages)

When preparing your bid, please be guided by the ITB Instructions and Data Sheet. Please note that bids must be submitted directly in the system responding to the questions and uploading required documents by the deadline for submission of bids (date and time), indicated in the online system. System will not accept submission of any bid after that date and time. It is your responsibility to ensure that your bid is submitted before the deadline. Bids received after the submission deadline outside the online portal, for whatever reason, will not be considered for evaluation.

Bids must be submitted directly in Quantum NextGenERP supplier portal following this link: <http://supplier.quantum.partneragencies.org> using the profile you may have in the portal (please log in using your username and password).

Follow the instructions in the user guide to search for the tender using search filters, namely

Negotiation ID: UNDP-MDA-00040

and subscribe to the tender in order to get notifications in case of amendments of the tender document and requirements.

In case you have never registered before, follow this link to register a profile:

https://estm.fa.em2.oraclecloud.com/fscmUI/faces/PrcPosRegisterSupplier?prcBuld=300000127715297&_afdf.ctrl-state=azywmctp_1&_afLoop=6329722925931702&_afWindowMode=0&_afWindowId=null&_afFS=16&_afMT=screen&_afMFW=1042&_afMFH=575&_afMFDW=1280&_afMFDH=720&_afMFC=8&_afMFCI=0&_afMFM=0&_afMFR=144&_afMFG=0&_afMFS=0&_afMFO=0

Do not create a new profile if you already have one. Use the forgotten password feature in case you do not remember the password or the username from previous registration.

Should you require further clarifications on the application through the Quantum online portal, kindly contact the Procurement Unit at sc.md@undp.org. Please pay attention that the bid shall be submitted online through the Quantum system and any bid sent to the above email shall be disqualified.

Should you require further clarifications on the Invitation to Bid, Schedule of Requirements or other requirements, kindly communicate using the messaging functionality in the portal.

Deadline for Submission of Offers (Date and Time), which is visible in the online procurement system will be final. System will not accept submission of any bid after that date and time. It is the responsibility of the bidder to make sure that the bid is submitted prior to this deadline for submission.

Bidders are advised to upload bid documents and to submit their offer a day prior or well before the date and time indicated under the deadline for submission of Offers. Do not wait until last minute. If Bidder faces any issue during submitting offers at the last minutes prior to the deadline for submission, UNDP may not be able to assist on such a short notice and will not be held liable in such instance. UNDP will not accept any offer that is not submitted directly through the System.

Thank you and we look forward to receiving your bid.

UNDP Moldova

SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL	
<p>1. Scope</p>	<p>Bidders are invited to submit a bid for the UNDP Programme specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.</p> <p>Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by UNDP. This ITB is conducted in accordance with Policies and Procedures of UNDP which can be accessed at https://popp.undp.org/SitePages/POPRoot.aspx.</p>
<p>2. Interpretation of the ITB</p>	<p>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>3. Supplier Code of Conduct</p>	<p>All bidders must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p> <p>Moreover, suppliers should note that certain provisions of the Code of Conduct will be binding on the supplier in the event that the supplier is awarded a contract, pursuant to the terms and conditions of any such contract.</p> <p>The bidder must acknowledge that UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti</p> <p>In pursuance of this policy, UNDP:</p> <ul style="list-style-type: none"> (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; (b) Further to the UNDP's vendor sanctions policy, 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>4. Eligible bidders/Conflict of Interest</p>	<p>Bidders shall have the legal capacity to enter into a binding contract with UNDP.</p> <p>A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A bidder shall be deemed to have the nationality of a country if the bidder it is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNDP to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process and/or are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</p> <p>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>Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

	<p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>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> <p>Bidders shall not be eligible to submit a bid if at the time of bid submission:</p> <ul style="list-style-type: none"> • is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; • is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; • is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals.
5. Eligible goods, works and services	<p>All goods, works and/or services to be supplied under the contract shall have their origin in any country with the exception of the countries, if any, listed in Section 3: Data Sheet, and all expenditures made under the contract will be limited to such goods, works and services.</p> <p>For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>The origin of goods, works and services is distinct from the nationality of the bidder.</p>
6. Proprietary information	<p>The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by UNDP are issued solely for the purpose of enabling a bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of UNDP. All documents which may form part of the bid will become the property of UNDP, who will not be required to return them to your firm.</p>
7. Publicity	<p>During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.</p>
SOLICITATION DOCUMENTS	
8. Clarification of solicitation documents	<p>Bidders may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>UNDP will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>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>
9. Amendment of solicitation documents	<p>At any time prior to the deadline of bid submission, UNDP may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>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>
PREPARATION OF BIDS	
10. Cost of preparation of bid	<p>The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>

11. Language	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 Section 3: Data Sheet.
12. Documents comprising the bid	<p>The bid shall comprise of the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <ul style="list-style-type: none"> a) Documents establishing the eligibility and qualifications of the bidder; b) Technical bid c) Price Schedule d) Bid Security (if required) e) Advance Payment Guarantee (if required) f) Performance Security (if required) g) Any attachments and/or appendices to the bid.
13. Documents establishing eligibility and qualifications of the bidder	The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to UNDP's satisfaction.
14. Technical bid	The bidder is required to submit a technical bid using the Form provided in Section 7 and taking into consideration the requirements in the ITB.
15. Price Schedule	<p>The Price Schedule shall be prepared using the Form provided in Section 7 and taking into consideration the requirements in the ITB.</p> <p>The prices and discounts quoted by the bidder shall conform to the requirements specified below.</p> <ul style="list-style-type: none"> • All items and lots (if applicable) must be listed and priced separately. • The price to be quoted shall be the total price of the bid, excluding any discounts offered. • The bidder shall quote any unconditional discounts and indicate the method for their application. • The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination is specified in Section 5: Schedule of Requirements. • Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in Section 3: Data Sheet. A bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. • If indicated in Section 3: Data Sheet that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section 3: Data Sheet, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.
16. Bid currencies	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where bids are quoted in different currencies, for the purposes of comparison of all bids:</p> <ul style="list-style-type: none"> • 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 UNDP; and • In the event that UNDP selects a bid for award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
17. Duties and taxes	Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All bids shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in Section 3: Data Sheet.

<p>18. Bid validity period</p>	<p>Bids shall remain valid for the period specified in Section 3: Data Sheet, 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>During the bid validity period, the bidder shall maintain its original bid without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>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>If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid, but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 19 (Bid security) in all respects.</p> <p>The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated.</p>
<p>19. Bid Security</p>	<p>A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid.</p> <p>The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer shall be rejected.</p> <p>If the bid security amount or its validity period is found to be less than is required by UNDP, UNDP shall reject the bid.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, 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 Section 3: Data Sheet.</p> <p>Unsuccessful bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by UNDP pursuant to Article 18 (Bid Validity Period).</p> <p>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"> • If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or; • In the event the successful bidder fails: <ul style="list-style-type: none"> ○ to sign the Contract after UNDP has issued an award; or ○ to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.
<p>20. Joint Venture, Consortium or Association</p>	<p>If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid that:</p> <ul style="list-style-type: none"> • 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, and this will be evidenced by a duly notarised Agreement among the legal entities, which will be submitted along with the bid; and • if they are awarded the contract, the contract shall be entered into by and between UNDP and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture. <p>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>If a JV, Consortium or Association's bid is the bid selected for award, UNDP will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 21 (Only one Bid) herein in respect of submitting only one bid.</p>

	<p>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>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> • Those that were undertaken together by the JV, Consortium or Association; and • Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>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>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<p>21. Only one bid</p>	<p>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>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"> • they have at least one controlling partner, director or shareholder in common; or • any one of them receive or have received any direct or indirect subsidy from the other/s; or • they have the same legal representative for purposes of this ITB; or • 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; • they are subcontractors to each other's bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.
<p>22. Alternative bids</p>	<p>Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of alternative bid is allowed in Section 3: Data Sheet, 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>If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid". If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected.</p>
<p>23. Pre-bid conference</p>	<p>When appropriate, a pre-bid conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-bid conference is mandatory, a bidder which does not attend the pre-bid conference shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the pre-bid conference is not mandatory, non-attendance shall not result in disqualification of an interested bidder.</p> <p>UNDP will not issue any formal answers to questions from bidders regarding the ITB or bid process during the pre-bid conference. All questions shall be submitted in accordance with Article 41 (Clarification of Bids).</p> <p>The pre-bid conference shall be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility) bidders shall not rely upon any information, statement or representation made at the pre-bid conference unless that information, statement or representation is confirmed by UNDP in writing.</p>

	<p>Minutes of the pre-bid conference will be disseminated as specified in Section 3: Data Sheet. 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>
<p>24. Site inspection</p>	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a bidder which does not attend the site inspection shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested bidder.</p> <p>Bidders participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.</p> <p>Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing UNDP in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> (i) loss of or damage to any real or personal property; (ii) personal injury, disease or illness to, or death of, any person; (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) transportation by UNDP to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>Click or tap here to enter text. will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site inspection. All questions shall be submitted in accordance with Article 8 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility), bidders shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by UNDP in writing.</p>
<p>25. Errors or omissions</p>	<p>Bidders shall immediately notify UNDP in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
<p>26. Bidders responsibility to inform themselves</p>	<p>Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:</p> <ul style="list-style-type: none"> • examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB; • review the ITB to ensure that they have a complete copy of all documents; • obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry; • verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site inspection or any discussion with UNDP, its employees or agents; • attend any Pre-bid conference or site inspection if it is mandatory under this ITB; • fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and • form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid. <p>Bidders acknowledge that UNDP, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.</p>

27. No material change(s) in circumstances	<p>The bidder shall inform UNDP of any change(s) of circumstances arising during the ITB process, including but not limited to:</p> <ul style="list-style-type: none"> • a change affecting any declaration, accreditation, license or approval; • major re-organisational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors; • a change to any information on which UNDP may rely in assessing bids.
SUBMISSION AND OPENING OF BIDS	
28. Instruction for bid submission	<p>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>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, if requested, a Power of Attorney, accompanying the bid.</p> <p>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 Conditions of Contract.</p> <p>Electronic submission through the portal, if allowed as specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> • Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; • 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.
29. Deadline for bid submission	<p>Complete bids must be received by UNDP in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time. UNDP shall accept no responsibility for bids that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the bid was received by UNDP.</p> <p>UNDP may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 9 Amendment of solicitation documents. In this case, all rights and obligations of UNDP and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
30. Withdrawal, substitution and modification of bids	<p>A bidder may withdraw, substitute or modify its bid after it has been submitted at any time prior to the deadline for submission 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>However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by UNDP for the entire bid validity period, as may be extended.</p> <p>Quantum: A Bidder may modify its Bid by revising the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly revise and submit a modification of the Bid as needed. Detailed instructions on how to revise a Bid directly in the system are provided in the Bidder User Guide.</p>
31. Storage of bids	<p>Bidders are encouraged to submit their bid in good time to avoid last minute challenges. Bids submitted in the supplier portal are kept confidential and secure by the system and no one in the organization has access to such information until deadline has passed and bids have been opened.</p>
32. Bid opening	<p>Once deadline has passed, bids will be opened for evaluation as per the UNDP evaluation procedures. If Public Bid Opening is provisioned, a Public Bid Opening report will be sent</p>

	automatically by the system to all bidders who have posted a successful bid indicating names of the companies and their total bid price.
33. Late bids	<p>In exceptional circumstances, bid received outside portal within or after deadline may be accepted if it is determined that it was due to factors not reasonably foreseen by the bidder or was due to force majeure.</p> <p>Such bids received by UNDP will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.</p>
EVALUATION OF BIDS	
34. Confidentiality	<p>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>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>
35. Evaluation of bids	<p>UNDP shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.</p> <p>UNDP shall conduct the evaluation solely on the basis of the bids received according to the evaluation criteria in Section 4.</p> <p>Evaluation of bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> a) Preliminary examination b) Evaluation of eligibility and qualification c) Evaluation of technical bids d) Evaluation of prices of bids found to be substantially compliant <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> <p>After completion of the evaluation, but prior to award, UNDP shall conduct a Post-qualification assessment of the bidder recommended for award (if pre-qualification was not done) as per Article 40 (Post-qualification).</p>
36. Preliminary examination	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.
37. Evaluation of eligibility and qualification	<p>Eligibility and Qualification of the bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders).</p> <p>In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
38. Evaluation of technical bids	Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the

	<p>minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further.</p> <p>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>
39. Evaluation of prices	The prices of bids found to be substantially compliant, will be compared to identify the most substantially compliant bid which represents the lowest overall costs to UNDP.
40. Post-qualification/Due diligence	<p>UNDP reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or with previous clients, or any other entity that may have done business with the bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the bidder's offices, branches or other places where business transpires, with or without notice to the bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
41. Clarification of bids	<p>UNDP may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by UNDP in the evaluation of the bids, in accordance with Instructions to Bidders Article 25 (Errors or omissions).</p> <p>UNDP may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.</p> <p>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>
42. Responsiveness of bid	<p>UNDP's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or b) limits in any substantial way, inconsistent with the bidding documents, UNDP's rights or the bidder's obligations under the contract; or c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids. <p>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>
43. Nonconformities, reparable errors and omission	<p>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. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other bidders.</p> <p>Provided that a bid is substantially responsive 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</p>

	<p>request may result in the rejection of its bid.</p> <p>For bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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; 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 c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected and its bid security may be forfeited.</p>
44. Right to accept any bid and to reject any or all bids	UNDP reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
45. Samples	<p>Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by UNDP or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to UNDP are non-returnable, unless otherwise stated. Samples should be marked with the ITB number.</p> <p>If a bidder fails to provide samples or documents requested by UNDP in a timely manner, UNDP may declare the bid unsuccessful.</p>
AWARD OF CONTRACT	
46. Award criteria	In the event of a Contract award, UNDP shall award the Contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest priced, substantially compliant offer to the ITB. UNDP reserves the right to conduct negotiations with the bidder recommended for award on the content of their bid.
47. Right to vary requirement at time of award	At the time the Contract is awarded, UNDP reserves the right to increase or decrease the quantity of goods, works 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
48. Notification of award	Prior to the expiration of the period of bid validity, UNDP will notify the successful bidder in writing by email, fax or post, that its bid has been accepted. Please note that the bidder, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.
49. Debriefing	In the event that a bidder is unsuccessful, the bidder may request 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.
50. Publication of Contract Award	UNDP will publish the contract award on UNDP Procurement Notices website https://procurement-notices.undp.org/view_awards.cfm with the ITB reference number, the information of the awarded bidder company name, contract amount or LTA and the date of the contract.
51. Contract Signature	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.

52. Contract Type and General Terms and Conditions	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
53. Performance security	<p>The successful bidder, if so specified in Section 3: Data Sheet shall furnish a performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from UNDP. Banks issuing performance securities must be acceptable to the UNDP comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. UNDP shall promptly discharge the bid securities of the unsuccessful bidders pursuant to Article 19 (Bid Security). The Performance Security form is available here</p> <p>Failure of the successful bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event UNDP may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by UNDP to be qualified to perform the contract satisfactorily.</p>
54. Bank guarantee for advance payment	Except when the interests of UNDP so require, it is UNDP's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the bidder shall submit a Bank Guarantee in the full amount of the advance payment using this bank guarantee form . Banks issuing bank guarantees must be acceptable to the UNDP comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank.
55. Liquidated Damages	If specified in Section 3: Data Sheet, 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 the Contract.
56. Bid protest	Any bidder that believes to have been unjustly treated in connection with this bid process or any contract that may be awarded as a result of such bid process may submit a complaint to UNDP. The following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
57. Other Provisions	<p>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>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>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 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

SECTION 3: DATA SHEET

The following specific data shall complement, supplement or amend the Provisions in Section 2: Instructions to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Bidders.

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Invitation to Bid (ITB) is ItB22/02545.</p> <p>The EU4Moldova: Focal Regions Programme is looking for a company/consortium with proven experience in road construction in Moldova to carry out capital repair works of the 1.4 km long local road in Manoilesti village, Ungheni district, within the framework of the Call for project proposals on the development of the community utility infrastructure and the provision of local public services necessary to enhance the local economic development, implemented under the EU4MOLDOVA: Focal Regions Programme.</p> <p>The 'Capital rehabilitation of 1.4 km long local road in Manoilești village, Ungheni district' project includes earthworks, land development works, repair works of the roadway with asphalt and gravel, driveway rehabilitation works, construction of rainwater ditch construction, road sign installation and road surface marking.</p> <p>All these types of works and activities shall ultimately help improve the living conditions of the population in Manoilești commune and increase the economic potential of the region and the beneficiaries of the EU4Moldova: Focal Regions Programme.</p>
4.	Eligible bidders	Bidders from all countries are eligible to bid.
5.	Eligible goods, works and services	Goods, works and/or services with origin in all countries are eligible in this bidding process.
8.	Clarification of solicitation documents	<p>Bidders must send their questions in the system using the messaging feature. Only in case of facing difficulties to register in the system and sending messages, bidder can write to the contact below to request support with the system:</p> <p>Focal Person: Grigore CERNENCHII, Procurement Coordinator</p> <p>Address: EU4Moldova Programme</p> <p>E-mail address: grigore.cernenchii@undp.org</p> <p>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 28).</p> <p>Deadline for submitting requests for clarifications / questions:</p> <p>Date: 5 (five) days before the submission deadline</p> <p>Time:18:00</p> <p>Time zone: GMT+2 / Moldova time</p> <p>UNDP will post the clarifications directly to the system.</p>
11.	Language	All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English .
15.	Price adjustment	The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract.
15.	Partial bids (lots)	Partial bids shall not be allowed. Bidders must quote prices for the total requirement requested under Section 5. Schedule of Requirements. Evaluation will be done for the total requirement.
16.	Bid currencies	Prices shall be quoted in US Dollars (USD)

		In case of contract award to a local company, payments will be made in Moldovan Leu based on UN Operational Rate of Exchange on the day of payment: https://treasury.un.org/operationalrates/OperationalRates.php
17.	Duties and taxes	All prices shall: Be exclusive of VAT and other applicable indirect taxes.
18.	Bid validity period	90 days
19.	Bid security	<p>Required in the amount of USD 7,988 (seven thousand nine hundred eighty-eight US Dollars).</p> <p>The bid security will be in the same currency as stipulated in Article 16: Bid currencies.</p> <p>Acceptable forms of bid security:</p> <p><input checked="" type="checkbox"/> Bid security form template (bank guarantee) set out in Section 7: Bidding Forms</p> <p>Important Remarks:</p> <ul style="list-style-type: none"> •The Bid Security shall be valid up to 30 days after the final date of validity of bids. •The Original Copy of Bid Security documentation must be physically received by UNDP (10) ten calendar days after the deadline for submission of offers indicated in the Quantum system the latest, and a copy of full Bid Security documentation must be submitted through Quantum system as part of the online bid. If Bid security is not submitted as stipulated above, bid shall be disqualified. The address for submitting the original Bid Security documentation is as follows: UNDP Moldova, #131, 31 August 1989 Street, MD-2012, Chisinau, Republic of Moldova to the attention of Procurement Unit
22.	Alternative bids	Shall not be considered.
23.	Pre-bid conference	<p>Will be conducted:</p> <p>Time and time zone: 11:00 AM (Moldova time / GMT+2) Date : 01 December 2022 Venue : Zoom Meeting Meeting URL: https://undp.zoom.us/j/87384577131 Meeting ID: 873 8457 7131</p> <p>Before joining the meeting kindly leave your name and contact details, after which you will be allowed to join the meeting.</p> <p>The focal point for the arrangement is: Focal Person: Grigore CERNENCHII, Procurement Coordinator Address: EU4Moldova Programme E-mail address: grigore.cernenchii@undp.org</p> <p><i>Please, confirm your participation by COB one day before the pre-bid meeting to the following email: grigore.cernenchii@undp.org.</i></p>

		<p>The Pre-bid conference is:</p> <p><input type="checkbox"/> mandatory</p> <p><input checked="" type="checkbox"/> not mandatory</p> <p>Minutes of the Pre-bid conference will be disseminated by:</p> <p>Direct communication to prospective Bidders by email and posting directly in Quantum and on the below tender websites:</p> <p>https://sc.undp.md/viewtenders2/</p> <p>http://procurement-notice.undp.org/</p> <p>https://www.ungm.org/Public/Notice</p>
24.	Site inspection	<p>A group site inspection will be held as follows:</p> <p>Time and time zone: 11:00 AM -15:00 PM (Moldova time / GMT+2)</p> <p>Date : 02 December 2022</p> <p>Location : Manoilești village, Ungheni district</p> <p>Bidders should arrange site visits at their own cost and shall coordinate the site visits on the above-mentioned date with the following contact person from UNDP:</p> <p>Focal Person: Vitalie VIERU, Project Officer/Infrastructure</p> <p>Address: EU4Moldova Programme</p> <p>Telephone: +373 79 99 88 02</p> <p>E-mail address: vitalie.vieru@undp.org</p> <p>Bidders shall notify the focal point one (1) day in advance as to whether or not they intend to participate in the site inspection and the details of their representatives who will attend.</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> <p>The site inspection is:</p> <p><input type="checkbox"/> mandatory</p> <p><input checked="" type="checkbox"/> not mandatory</p>
28.	Instruction for bid submission	<p>Bidders must submit their bid directly in the online system.</p> <ul style="list-style-type: none"> ▪ File Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ 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: <p>UNDP Moldova, #131, 31 August 1989 Street,</p> <p>MD-2012, Chisinau, Republic of Moldova</p> <p>to the attention of Procurement Unit</p>

		<ul style="list-style-type: none"> ▪ It is recommended that bidders organize and name the files according to the requirements and structure of the bid to facilitate their review. ▪ The bidder should receive an email acknowledging email receipt from the system.
29.	Deadline for bid submission	Deadline is indicated in the supplier portal. In case of discrepancies between the deadline indicated in the portal and deadline indicated elsewhere, the deadline in the portal will prevail. It is the responsibility of the bidder to be informed on the tender deadline.
32.	Bid opening	<input checked="" type="checkbox"/> A Public bid opening report will be sent automatically from the system to all bidders who have submitted a bid for this tender.
	Evaluation Method for the Award of Contract	Lowest priced out of technically responsive, eligible and qualified bids.
	Expected date for commencement of contract	31 January 2023
	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. The period of 16 months includes 4 months necessary for works' completion and 12 months of Defects Liability Period.
47.	Right to vary requirement at time of award	The maximum percentage by which quantities may be increased or decreased is 25%.
	Contract award to one or more bidder	UNDP will award a contract to: One Bidder Only
50.	Type of contract to be awarded	Contract for Civil Works See Section 6: for sample contract. http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
50.	Conditions of contract to apply	UNDP General Terms and Conditions for Works See Section 6 http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
52.	Performance security	Required in the amount of 10% of contract amount The performance security will be in the same currency as stipulated in Article 16: Bid currencies. The Performance Security shall be in the form of a Bank Guarantee as set out in Section 6 for template. Performance Security shall be provided by the selected bidder within (15) days upon issuance of letter of intent/contract and before issuance of the notice to proceed.
53.	Advance payment	Allowed up to a maximum of 20% of contract value. 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, in the form of a Bank Guarantee as set out in Section 6 for template.
54.	Liquidated Damages	Will be imposed as follows:

		<p>In case the works are not completed within 120 calendar days, 2.5% of the total contract amount will be deducted out of the final invoice for each week of delay.</p> <p>Max. number of weeks of delay 4.</p> <p>Once the total amount of liquidated damages is equal to 10% of the total contract amount, UNDP may terminate the contract.</p>
	Due diligence	<p>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 40 of Section 2: Instruction to Bidders.</p>

SECTION 4: EVALUATION CRITERIA

Preliminary Examination Criteria

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

Criteria	Documents to establish compliance
Completeness of the bid	All documents and technical documentation requested in Section 2: Instructions to Bidders Article 12 have been provided and are complete
Bidder accepts UNDP General Conditions of Contract as specified in Section 6.	Duly signed and stamped Form C: Bid Submission has been provided.
Bid Validity	Duly signed and stamped Form C: Bid Submission has been provided.
Bid Security with compliant validity period	Duly signed and stamped compliant to validity Form I: Bid Security has been provided.
Appropriate signatures	Bid Forms have been duly signed and stamped.
Power of Attorney [if applicable]	Certified Letter of Appointment and/or power of attorney authorizing the representative of the Bidder to sign bids has been provided.

Eligibility and Qualification Criteria

All criteria will be evaluated on a Pass/Fail basis.

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

Eligibility Criteria	Documents to establish compliance
Bidder is a legally registered entity	Form D: Bidder Information
Bidder belongs to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Bidder Information
Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form C: Bid Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Bid Submission
The bidder has not declared bankruptcy, in 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 C: Bid Submission
Certificates and Licences: Official appointment as local representative, if bidder is submitting a bid on behalf of an entity located outside the country.	Form D: Bidder Information

Qualification Criteria	Documents to establish compliance
History of non-performing contracts ¹ : Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form F: Eligibility and Qualification

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled

Litigation History: No consistent history of court/arbitral award decisions against the bidder for the last 3 years.	Form F: Eligibility and Qualification
Previous Experience:	
Minimum 5 (five) years of experience in Road construction (Roads and airstrips; Bridges) contracts as Lead Company. <i>(For JV/Consortium/Association, Lead Company should meet requirement).</i>	Form F: Eligibility and Qualification
Minimum 3 (three) finalized contracts implemented over the last 5 (five) years in a cumulative value of USD 400,000 (four hundred thousand) equivalent in the field of construction and landscaping works of similar value, nature and complexity. The value of at least 1 contract shall not be less than USD 200,000 equivalent. <i>(For JV/Consortium/Association, Lead Company should meet requirement).</i>	Form F: Eligibility and Qualification
Financial Standing:	
Liquidity: The Ratio Average Current assets / Current liabilities over the last 3 (three) years must be equal or greater than 1. <i>If QR is less than 1: UNDP shall verify financial capacity of the bidder and had the authority to seek references from concerned parties & banks on the bidder' financial standing. UNDP had the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not financially capable and/or had serious financial problems.</i>	Copy of audited financial statements for the last three years. / Form F: Eligibility and Qualification
Turnover: Bidders should have annual sales turnover of minimum USD 400,000 for the last three years (2019-2021). <i>(For JV/Consortium/Association, Lead Company should meet requirement).</i>	Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification
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>	Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification

Technical Evaluation Criteria

Criteria	Documents to establish compliance
<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> <p>The submission of the following documents according to resource methodology is mandatory (WinSmeta, WinDoc, etc):</p> <ul style="list-style-type: none"> • Respective Bills of Quantities; • Duly filled-in Unit Price Catalogue*; • Duly filled-in Resource Schedule*. <p>*The catalogues will be generated by the software WinSmeta or similar.</p> <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>	Form G: Technical Bid

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.

<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"> • one (1) certified foreman in the field of “Road construction: a) Roads and airstrips; b) Bridges” <p><i>(Attestation certificates shall be valid at the date of bid submission. Please, ensure that copies of proving documents are attached.)</i></p>	Form G: Technical Bid
<p>Demonstrated capacity to implement and commission all the works within the proposed timeframe, which shall not exceed 120 calendar days</p>	Form G: Technical Bid

Evaluation of Prices

Criteria	Documents to establish compliance
<p>Detailed analysis of the price schedule and priced BoQ based on requirements listed in Section 5 and quoted for by the bidders in Form H.</p> <p>Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable).</p> <p>Comparison with budget/internal estimates. Please see the Pricing Info in Section 5b.</p>	Form H: Price Schedule

SECTION 5: SCHEDULE OF REQUIREMENTS

A. SCOPE OF WORKS

1. Introduction and objectives

The **EU4Moldova: Focal Regions** Programme focuses on strengthening the economic, territorial and social cohesion in the Republic of Moldova by facilitating inclusive and sustainable local socio-economic growth and improving the living standards of citizens in two focal regions: Ungheni and Cahul municipalities. The programme will support the two regions by increasing governance efficiency – improving the quality of needed services and infrastructure; fostering the private sector – increasing investment, improving the local economy and creating jobs; encouraging participative democracy – engaging citizens in democratic governance processes and strengthening their capacities to demand their rights.

The programme has the following objectives:

1. Strengthen transparency and accountability of local public authorities, and citizen participation in local governance processes in the focal regions;
2. Improve citizens' access to quality and high-performance public services and utilities in the focal regions;
3. Create employment opportunities in the focal regions and improve the territorial competitiveness for attracting investors and entrepreneurs;
4. Promote the smart specialization of the economy of the focal regions through the development of the clustering and value chain approach in key economic sectors.

As a result of the programme's implementation, the institutional capacity of the local public authorities will be enhanced to support the implementation of a locally-driven environmentally compliant socio-economic development strategy for integrated local growth and development. The stakeholder (e.g. CSOs, private sector, etc.) engagement in the planning and monitoring of the socio-economic development strategy will become even broader. Citizens will benefit from increased quality, availability and high-performance delivery of public services and local public utilities, including those targeting women. Favourable conditions shall be created for attracting investment, creating jobs and fostering local entrepreneurship, including social entrepreneurship. The economic performance of focal regions will be also enhanced through the development of clusters or specialised areas in line with the smart economic specialization approach.

The programme partners are the EU Delegation to Moldova, UNICEF, the Ministry of Agriculture, Regional Development and Environment, the State Chancellery, the Ministry of Finance, the Ministry of Economy and Infrastructure, central and local public authorities from Ungheni and Cahul focal regions, civil society organisations and groups, the private sector and business associations, the Public Services Agency, the e-Governance Agency, the Central and South Regional Development Agencies, the Congress of Local Authorities in Moldova, the Organisation for Small and Medium Enterprises Sector Development, citizens.

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

2. Content of works

The EU4Moldova: Focal Regions Programme is looking for a company/consortium with proven experience in road construction in Moldova to carry out capital repair works of the 1.4 km long local road in Manoilesti village, Ungheni district, within the framework of the Call for project proposals on the development of the community utility infrastructure and the provision of local public services necessary to enhance the local economic development, implemented under the EU4MOLDOVA: Focal Regions Programme.

2.1 The '**Capital rehabilitation of 1.4 km long local road in Manoilești village, Ungheni district**' project includes earthworks, land development works, repair works of the roadway with asphalt and gravel, driveway rehabilitation works, construction of rainwater ditch construction, road sign installation and road surface marking.

All these types of works and activities shall ultimately help improve the living conditions of the population in Manoilești commune and increase the economic potential of the region and the beneficiaries of the **EU4Moldova: Focal Regions** Programme.

2.2 The contractor should provide everything needed for the successful execution of the contract. The Contractor shall normally provide the workforce, engineering, materials, equipment, support materials, transportation, machinery, work tools, labour and site protection measures, needed laboratory samples and tests in compliance with the construction rules and standards, commissioning of the engineering systems, as well as travel expenses needed to carry out all the works under the contract.

The contract will include the following activities:

- *procurement and delivery to the site of the materials and services required to successfully execute the works;*
- *site preparation for storing materials, execution of works;*
- *construction works and land development;*
- *commissioning of completed construction works, including performance testing (as appropriate);*

2.3 Physical and chemical properties of the construction materials proposed by the contractors shall be in accordance with the requirements of the product specification, as well as the below required technical guidelines, requirements and specifications. The construction materials should be certified by national and/or European certificates (EC) that attest the quality standards. The contractor should also ensure that all materials to be used under the contract are coordinated, before the execution, with the representatives of the final Beneficiary and UNDP Moldova who are in charge of the day-to-day supervision of the site and regular monitoring of the on-site works.

Note for bidders:

Whenever the technical specifications require a specific product, specific brand, name/model, the bidders may come up with proposals for an alternative product equivalent in all aspects with the specified product and meeting all original requirements, all physical, functional, and performance parameters.

3. Construction site

The works specified in this tender will be executed in Manoilesti commune, Ungheni district.

4. Organizational arrangements

The project implementation process concerning the on-site execution of works will be monitored by an engineer appointed by UNDP Moldova, who will carry out regular site monitoring visits. In addition, the national consultant on community infrastructure and the engineer – Technical Manager, authorized by the local public authorities, the final project Beneficiary, will ensure the daily surveillance of the construction activities and the quality of works set out in the contract.

5. Expected outcomes

The following *outcomes* are expected to be provided by the Contractor:

Outcome 1: Completion of all construction works set out in the contract documents, within no more than **120 calendar days**.

Outcome 2: Final commissioning of the works within **360 calendar days** from the receipt of the site to the completion of works.

6. Main Technical Requirements and Specifications

The capital repair works of the local road with a length of 1.4 km in Manoilești village, Ungheni district will be performed in compliance with the provisions of project documentation No **36/2022-PE-SL 'Capital rehabilitation of 1.4 km long local road in Manoilești village, Ungheni district'**, developed by the 'Constant-Proiect' SRL design

company based on the town planning certificate No 7 of 02.06.2022. This project was developed, approved and verified according to the current construction regulatory documents.

The following works shall be conducted:

Preparation works/earthworks/demolition:

- Mechanical excavation of topsoil from road territory;
- Transportation of the excavated soil up to a distance of approx. 3 km to a disposal that was approved by the Mayor's Office of Manoilesti commune;
- Demolition of the existing road system;
- Demolition of the existing footbridges;
- Demolition of fences;

Construction and restoration works:

- Build a new fence consisting of concrete pillars and wire mesh;
- Reinforce the green area with topsoil, reinforce road verges with stone;
- Build a new road system: kerb laying, stone foundation, 6 cm asphalt concrete layer with BAD 22.4 with chippings and 4 cm layer with BA 16;
- Build a public transport stop, stone foundation, 6 cm asphalt concrete layer with BAD 22.4 with chippings and 4 cm layer with BA 16;
- Construct rainwater gutters: prefabricated L4-8 gutter, monolithic concrete triangular ditch (h=0.6), reinforce triangular ditches through seeding;
- Install 0.6m diameter footbridges at the courtyard entrances and side roads, construct 1.20m diameter TS 120.25.3 footbridges;
- Build side roads from stone and with an asphalt concrete layer;
- Pavement construction: kerb laying for pavement, h-4 cm grey brick paving, installation of the reinforced concrete slabs over gutters;
- Road safety works: road sign installation, road surface marking.

7. Reception of completed works

Once the construction works are completed and the execution documents are submitted, the completed on-site works shall be commissioned in compliance with the provisions of the Regulation on the reception of construction works and related facilities, approved by the Republic of Moldova Government Decision No 285 of 23.05.1996.

8. Warranty period

The warranty period for the works starts on the day the project was received until the completion of works and lasts 36 months for the works and materials.

B. OTHER RELATED REQUIREMENTS

Further to the Schedule of Requirements/Scope of Works above, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	DAP
Exact Address of Delivery/Installation Location	Manoilesti village, Ungheni district
Customs, if required, clearing shall be done by:	Supplier
Installation Requirements	All the construction works must be carried out in accordance with national/local standards regarding civil works
Commissioning	Preliminary and final commissioning of the works must be initiated by the Contractor
Warranty Period	36 months for the works, materials and equipment following approval of Certificate of Final Completion
Technical Support Requirements	The contracted company will eliminate any infrastructure damages subject of quality guaranty in a maximum 10 days from the moment of written notification
Pricing	<p>The contract is based on unit price, and the final price of the Contract will be determined on the basis of actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.</p> <p>Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the local market prices at the time of bids preparation. In case of unbalances pricing (i.e. despite an acceptable total evaluated price, the price of one of more BoQ line items is significantly over- or under-priced), UNDP have the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable risk to UNDP).</p>
Payment Terms <i>(max. advanced payment is 20% as per UNDP policy)</i>	<p><input checked="" type="checkbox"/> Advanced payment is allowed up to 20% of the contract amount, paid upon signature of contract by both parties. Advanced payment will be recovered from monthly instalment payments in an equal percentage that advance payment represents over the total price of the contract.</p> <p><input checked="" type="checkbox"/> The Contractor shall submit monthly invoices (reflecting the monthly work performed and materials utilized every month as accepted by UNDP through the "Monthly Progress Reports") and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer. UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the corrected amount. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary</p>

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

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

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 General Conditions of Contract

In the event of a Contract, the following General Conditions of Contract (GCC) will apply:

UNDP General Terms and Conditions for Works.

The conditions are available at: <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>

6.2 Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Liquidated Damages	Will be imposed as follows: In case the works are not completed within 120 calendar 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.
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6.3 Contract Form

In the event of an award, the following sample Contract will be used:

Contract for Civil Works

The conditions are available at: <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>

6.4 Advance Payment Guarantee (Bank Guarantee)

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

Beneficiary: Insert contact information for procuring organisation as provided in Section 3: Data Sheet.

ITB Reference: Click or tap here to enter text.

ADVANCE PAYMENT GUARANTEE No.: Click or tap here to enter text.

We, insert legal name and address of bank, have been informed insert complete name and address of Supplier(hereinafter called "the Supplier") has entered into Contract No. Click or tap here to enter text. dated Click or tap to enter a date. with you, for the supply of insert type of goods, works and/or services to be delivered(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the contract, an advance is to be made against an advance payment guarantee.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of insert currency and amount in figures and words upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the Contract because the supplier used the advance payment for purposes other than toward delivery of the goods.

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 Supplier on its account insert number and domicile of the account.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the supplier under the contract until Click or tap to enter a date.. We shall agree to a one-time extension of this guarantee for a period not to exceed Choose an item., in response to Click or tap here to enter text.'s written request for such extension, such request to be presented to us before the expiry of the guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

6.5 Performance Security

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

Beneficiary: Insert contact information for procuring organisation as provided in Section 3: Data Sheet.

ITB Reference: Click or tap here to enter text.

PERFORMANCE SECURITY No.: Click or tap here to enter text.

We have been informed that insert complete name of Supplier (hereinafter called "the Supplier") has entered into Contract No. Click or tap here to enter text. dated Click or tap to enter a date. with you, for the supply of description of goods, works and/or services (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding insert currency and amount in figures and words upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than Click or tap to enter a date. and any demand for payment under it must be received by us at this office on or before that date. We shall agree to a one-time extension of this guarantee for a period not to exceed Choose an item., in response to Click or tap here to enter text.'s written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE SUPPLIER

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

SECTION 7: BIDDING FORMS

Form A: Bid Confirmation

Form B: Checklist

Form C: Bid Submission

Form D: Bidder Information

Form E: Joint Venture / Consortium / Association Information

Form F: Eligibility and Qualification

Form G: Technical Bid

Form H: Price Schedule

Form I: Bid Security *[scanned copy included in online submission and original submitted not later than 10 (ten) days after the submission deadline at the address indicated in Section 3 above]*

FORM B: CHECKLIST

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

Before submitting your bid, please ensure compliance with the instructions in Section 2: Instructions to Bidders and Section 3: Data Sheet.

Technical bid:

Have you duly completed all the returnable bidding forms?	
▪ Form C: Bid Submission	<input type="checkbox"/>
▪ Form D: Bidder Information	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form I: Bid Security <i>[scanned copy included in online submission and original submitted not later than 10 (ten) days after the submission deadline at the address indicated in Section 3 above]</i>	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>
Have you provided the required documents in support of Form D: Bidder Information?	<input type="checkbox"/>

Price Schedule:

▪ Form H: Price Schedule <i>[including Bills of Quantities (as per Annex 1), stamped by a certified cost estimation specialist]</i>	<input type="checkbox"/>
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FORM C: BID SUBMISSION

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

We, the undersigned, offer to supply the goods and related services required for Click or tap here to enter text.in accordance with your Invitation to Bid No. Click or tap here to enter text.. We hereby submit our bid, which includes this Technical Bid and Price Schedule.

The total price of our bid, excluding any discounts offered below as per the total amount indicated directly in our response in the system.

The discounts offered and the methodology of their application are:

- **Discounts:** If our bid is accepted, the following discounts shall apply Specify in detail each discount offered and the specific item of the Schedule of Requirement to which it applies, including if applicable discounts for accelerated payment.
- **Methodology of application of the discounts:** The discounts shall be applied using the following method: Specify in detail the method that shall be used to apply the discounts

Bidder Declaration: on behalf of our firm, its affiliates, subsidiaries and employees, including any JV / Consortium / Association members or subcontractors or suppliers for any part of the contract.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Requirements and Terms and Conditions: I/We have read and fully understand the ITB, including the ITB Information and Data Sheet, Schedule of Requirements, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the bidder has the necessary capacity, capability and necessary licenses to fully meet or exceed the requirements and will be available to deliver throughout the relevant contract period.
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this bid I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor; has not directly or indirectly approached any representative of the buyer (other than the point of contact) to lobby or solicit information in relation to the ITB; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, 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 have read the United Nations Supplier Code of Conduct : https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential or perceived conflict of Interest in submitting this bid, or entering into a contract to deliver the requirements. Where a conflict of interest arises during the ITB process the bidder will report it immediately to the Procuring Organisation’s Point of Contact.
<input type="checkbox"/>	<input type="checkbox"/>	Prohibitions, Sanctions: I/We hereby declare that our firm, ultimate beneficial owners, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract 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 and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group.
<input type="checkbox"/>	<input type="checkbox"/>	I/We 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);
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We 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.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Bid Validity Period: I/We confirm that this bid, including the price, remains open for acceptance for the bid validity period.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any bid you receive and we certify that the goods offered in our bid are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organisation/s to make this declaration on its/their behalf.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the bidder]

FORM D: BIDDER INFORMATION

ITB Reference	Click or tap here to enter text.
Legal name of bidder	Click or tap here to enter text.
Legal Address, City, Country	Click or tap here to enter text.
Website	Click or tap here to enter text.
Year of registration	Click or tap here to enter text.
Bidder's Authorized Representative information	Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.
Legal structure	Choose an item.
Organisational type	Choose an item.
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	Click or tap here to enter text.
No. of full-time employees	Click or tap here to enter number.
No. of staff involved in similar supply contracts	Click or tap here to enter number.
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number
Years of supplying to UN organisations	Click or tap here to enter text.
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert Vendor Number
Countries of operation	Click or tap here to enter text.
Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the bid)	Click or tap here to enter text.
Commercial Representatives in the country: Name/Address/Phone (for international companies only)	Click or tap here to enter text.
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	Click or tap here to enter text.
Presence and characteristics of in-house quality control laboratory (if relevant to bid)	Click or tap here to enter text.
Does your Company have a corporate environmental policy or environmental management system such as ISO 14001 or ISO 14064 or equivalent?	Tick all that apply and provide supporting documentation. <input type="checkbox"/> Corporate Environmental Policy <input type="checkbox"/> ISO 14001

	<input type="checkbox"/> ISO 14064 <input type="checkbox"/> Other, specify Click or tap here to enter text.
<p>Does your organization demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?</p> <ul style="list-style-type: none"> • Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity. • Social: human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing. • Economic: whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability. 	<p>Attach a formal statement that outlines your organisation's commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as:</p> <p>Tick all that are attached:</p> <input type="checkbox"/> Formal statement <input type="checkbox"/> Sustainability report <input type="checkbox"/> UN Global Compact Communication on Progress <input type="checkbox"/> Other, specify Click or tap here to enter text.
<p>Does your company belong to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other?</p> <p><i>(If yes, please provide details and documentation)</i></p>	<p>Click or tap here to enter text.</p>
<p>Is your company a member of the UN Global Compact</p>	<p>Choose an item.</p> <p>If yes, please provide a link to your Global Compact profile:</p> <p>Click or tap here to enter text.</p>
<p>Bank Information</p>	<p>Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text. IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text.</p>
<p>Contact person that Click or tap here to enter text. may contact for requests for clarifications during bid evaluation</p>	<p>Name and Title: Click or tap here to enter text. Telephone numbers: Click or tap here to enter text. Email: Click or tap here to enter text.</p>
<p>Please attach the following documents:</p>	<ul style="list-style-type: none"> ▪ Bid Submission Form (as per Form C) ▪ Bidder Information Form (as per Form D) ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the works/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Certified details of the ownership of the Bidder company (including each member of a JV consortium), providing the percentage ownership, share or stockholding of each party with an interest

exceeding 5% of the company ownership (or Annex 1 to Business Registration Certificate – for local companies)

- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder
- Certified Letter of Appointment and power of attorney authorizing the representative of the Bidder to sign bids committing the Bidder and his joint venture partners (if any) to engagement for the Contract
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country
- Joint Venture Partner Information Form (as per Form E), if applicable
- Evidence of the capacities, capabilities and reputation of the JV partners/Subcontractors (if any) should meet respective requirements listed in Section 4
- Eligibility and Qualification Form (as per Form F)
- 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)
- Details of Previous Relevant Experience within the last 5 years, indicating the Beneficiary name and contact details, scope of executed works, contract amount and period of contract execution
- Final commissioning reports (for local bidders), or any other prove of successful completion of works on the site (for international bidders), for the construction sites presented as similar experience (as required in Section 4)
- 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
- Technical Bid (as per Form G)
- Work time schedule, work manpower schedule for execution of contract and project cash flow
- Contract with accredited laboratory in the field of constructions
- List of qualified key personnel, together with CVs and professional certificates (valid at the date of presentation) (as required in Section 4 above)
- List of specialized mechanisms, machinery and equipment owned by the company/ leased, including manufacturer and brand (bidders shall indicate whether the equipment is their own or rented)
- Evidence of the Bidder's Environmental and Social Management capability by submitting a plan which will ensure that all identified negative biological, physical and/or socio-economic impacts are minimized, mitigated or reversed
- All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- Duly filled-in Consolidated Price Schedule (as per Form H), respective Bills of Quantities (as per Annex 1), stamped by a certified cost estimation specialist (mandatory on Form H and Annex 1 BoQ final pages)

	<ul style="list-style-type: none">○ Duly filled-in Unit Price Catalogue (F5), stamped by the certified cost estimation specialist○ Duly filled-in Resource Schedule (F3), stamped by the certified cost estimation specialist○ Duly filled-in Volume of works Schedule (F7), stamped by the certified cost estimation specialist▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures▪ Bid Security (as per Form I) – submitted in original not later than 10 days after the submission deadline from tender deadline at the address indicated in Section 3 above
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FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

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, works and/or services to be performed
1	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.

<p>Name of leading partner</p> <p>(with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)</p>	<p>Click or tap here to enter text.</p>
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

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

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

FORM F: ELIGIBILITY AND QUALIFICATION FORM

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

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

History of Non- Performing Contracts

<input type="checkbox"/> No non-performing contracts 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 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		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 in the capacity of main contractor.**

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.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken and role (Contractor, sub-contractor or consortium member)

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

Annual Turnover for the last 3 years	Year 2021	Currency	Amount
	Year 2020	Currency	Amount
	Year 2019	Currency	Amount
Latest Credit Rating (if any), indicate the source and date.			

Financial information (state currency)	Historic information for the last 3 years		
	Year 2021	Year 2020	Year 2019
	<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 (current assets/current liabilities)			

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;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM G: TECHNICAL BID

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

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 Works, Bill of Quantities and Related Services

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

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

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.

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

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

SECTION 3: Management Structure and Key Personnel

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

Format for CV of Proposed Key Personnel

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

References	Reference 1: [Insert] Reference 2: [Insert]
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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)

FORM H: PRICE SCHEDULE

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated. 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 Bidder is required to prepare the Price Schedule following the below format:

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

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

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

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

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

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

Please, ensure that the human power remuneration is not less than medium required by the National Legislation in force (according to Ordinance 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".)

Currency of the Bid: US Dollars

Price Schedule

Item #	Description	Total Price
BoQ	Road repair works <i>“Capital rehabilitation of 1.4 km long local road in Manoilești village, Ungheni district”</i>	
TOTAL and All-inclusive PRICE (VAT 0%)		

I, the undersigned, certify that I am duly authorized by Click or tap here to enter text. to sign this bid and bind Click or tap here to enter text.should Click or tap here to enter text.accept this bid:

Name : _____

Title : _____

Date : _____

Signature : _____

FORM I: 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.**

Beneficiary: Insert contact information for procuring organisation as provided in Section 3: Data Sheet.

ITB Reference: Click or tap here to enter text.

WHEREAS Click or tap here to enter text. (hereinafter called "the bidder") has submitted a bid to Click or tap here to enter text. dated Click or tap to enter a date. to execute goods and/or services Click or tap here to enter text. (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 Click or tap here to enter text. has awarded it;
- b) Withdraws its bid after the date of the opening of the bids;
- c) Fails to comply with Click or tap here to enter text.'s variation of requirement, as per ITB instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that Click or tap here to enter text. 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 bid 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 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]