

INVITATION TO BID (ITB)

ItB23/02595: EU CBM: Replacement of the curtain walls of the Block A of the Chisinau Circus

ITB No.: ItB23/02595

Project: European Union Confidence Building Measures V Programme (EU-CBM V)

Country: Republic of Moldova

Issued on: 13 February 2023

Contents

SECTION	N 1: LETTER OF INVITATION	4
SECTION	N 2: INSTRUCTIONS TO BIDDERS	6
GENE	RAL	6
1.	Scope	6
2.	Interpretation of the ITB	6
3.	Supplier Code of Conduct	6
4.	Eligible bidders/Conflict of Interest	6
5.	Eligible goods, works and services	7
6.	Proprietary information	7
7.	Publicity	7
SOLIC	CITATION DOCUMENTS	7
8.	Clarification of solicitation documents	7
9.	Amendment of solicitation documents	7
PREPA	ARATION OF BIDS	7
10.	Cost of preparation of bid	7
11.	Language	8
12.	Documents comprising the bid	8
13.	Documents establishing eligibility and qualifications of the bidder	8
14.	Technical bid	8
15.	Price Schedule	8
16.	Bid currencies	8
17.	Duties and taxes	8
18.	Bid validity period	9
19.	Bid Security	9
20.	Joint Venture, Consortium or Association	9
21.	Only one bid	10
22.	Alternative bids	10
23.	Pre-bid conference	10
24.	Site inspection	11
25.	Errors or omissions	11
26.	Bidders responsibility to inform themselves	11
27.	No material change(s) in circumstances	12
SUBM	IISSION AND OPENING OF BIDS	
28.	Instruction for bid submission	12
29.	Deadline for bid submission	12
30.	Withdrawal, substitution and modification of bids	12

31.	Storage of bids	. 13
32.	Bid opening	. 13
33.	Late bids	. 13
EVALUAT	ION OF BIDS	. 13
34.	Confidentiality	. 13
35.	Evaluation of bids	. 13
36.	Preliminary examination	. 13
37.	Evaluation of eligibility and qualification	. 13
38.	Evaluation of technical bids	. 14
39.	Evaluation of prices	. 14
40.	Post-qualification/Due diligence	. 14
41.	Clarification of bids	. 14
42.	Responsiveness of bid	. 14
43.	Nonconformities, reparable errors and omission	. 15
44.	Right to accept any bid and to reject any or all bids	. 15
45.	Samples	. 15
AWARD (DF CONTRACT	. 15
46.	Award criteria	. 15
47.	Right to vary requirement at time of award	. 15
48.	Notification of award	. 15
49.	Debriefing	. 15
50.	Publication of Contract Award	. 16
51.	Contract Signature	. 16
52.	Contract Type and General Terms and Conditions	. 16
53.	Performance security	. 16
54.	Bank guarantee for advance payment	. 16
55.	Liquidated Damages	. 16
56.	Bid protest	. 16
57.	Other Provisions	. 16
SECTION 3:	DATA SHEET	. 17
SECTION 4:	EVALUATION CRITERIA	. 22
SECTION 5.	SCHEDULE OF REQUIREMENTS	. 25
SECTION 6:	CONDITIONS OF CONTRACT AND CONTRACT FORMS	. 36
6.1 Gene	ral Conditions of Contract	. 36
6.2 Speci	al Conditions of Contract	. 36
6.3 Contr	act Form	. 36
6.4 Advai	nce Payment Guarantee (Bank Guarantee)	. 37

6.5 Performance Security	38
SECTION 7: BIDDING FORMS	39
FORM A: BID CONFIRMATION	40
FORM B: CHECKLIST	41
FORM C: BID SUBMISSION	42
FORM D: BIDDER INFORMATION	44
FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION	48
FORM F: ELIGIBILITY AND QUALIFICATION FORM	50
FORM G: TECHNICAL BID	53
FORM H: PRICE SCHEDULE	59
FORM I: BID SECURITY	61

SECTION 1: LETTER OF INVITATION

United Nations Development Programme, hereinafter referred to as UNDP, through **European Union Confidence Building Measures V Programme (EU-CBM V)** hereby invites prospective bidders to submit a bid for **the Replacement of the curtain walls of the Block A of the Chisinau Circus** in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this **Invitation to Bid no. ItB23/02595**.

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 BidForm H: Price Schedule

• Form I: Bid Security

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

Annex 2: Technical Drawings (in Romanian language)

Annex 3: General Terms and Conditions of Civil Works Contract (in English/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-00067** 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?prcBuId=300000127715297 & adf.ctrl-

state=azywmctp 1& afrLoop=6329722925931702& afrWindowMode=0& afrWindowId=null& afrFS=1

6& afrMT=screen& afrMFW=1042& afrMFH=575& afrMFDW=1280& afrMFDH=720& afrMFC=8& afrMFCI=0& afrMFM=0& afrMFR=144& afrMFG=0& afrMFS=0& afrMFO=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

GE	GENERAL				
1.	Scope	Bidders are invited to submit a bid for the UNDP Project 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.			
		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/POPPRoot.aspx.			
2.	Interpretation of the ITB	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.			
3.	Supplier Code of Conduct and acknowledge that the minimum standards expected of suppliers to the UN. The Code of Conduct, who principles on labour, human rights, environment and ethical conduct may be may be https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct				
		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.			
		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_a ndinvestigation.html#anti			
		In pursuance of this policy, UNDP:			
		(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.			
4.	Eligible	Bidders shall have the legal capacity to enter into a binding contract with UNDP.			
	bidders/Conflict of Interest	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.			
		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.			
		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.			
		Similarly, the Bidders must disclose in their Bid their knowledge of the following:			
		 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. 			

Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.

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.

Bidders shall not be eligible to submit a bid if at the time of bid submission:

- is included in the Ineligibility List, hosted by <u>UNGM</u>, that aggregates information disclosed by Agencies, Funds or Programs of the UN System;
- is included in the <u>Consolidated United Nations Security Council Sanctions List</u>, including the <u>UN Security Council Resolution 1267/1989 list</u>;
- is included in the <u>World Bank Corporate Procurement Listing of Non-Responsible Vendors</u> and <u>World Bank Listing of Ineligible Firms and Individuals.</u>

Eligible goods, works and services

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.

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.

The origin of goods, works and services is distinct from the nationality of the bidder.

6. Proprietary information

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.

7. Publicity

During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.

SOLICITATION DOCUMENTS

8. Clarification of solicitation documents

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.

UNDP will provide the responses to clarifications through the method specified in Section 3: Data Sheet.

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.

Amendment of solicitation documents

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.

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.

PREPARATION OF BIDS

10. Cost of preparation of bid

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.

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	The bid shall comprise of the following documents and related forms which details are provided in Section 3: Data Sheet: 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	The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using		
	establishing	the Forms provided in Section 7 and providing the documents required in those forms. In order to		
	eligibility and qualifications of the bidder	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	The Price Schedule shall be prepared using the Form provided in Section 7 and taking into consideration the requirements in the ITB.		
		The prices and discounts quoted by the bidder shall conform to the requirements specified below.		
		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	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:		
		 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. 18. Bid validity Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline period for submission of bids. A bid valid for a shorter period may be rejected by UNDP and rendered nonresponsive. 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. 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. 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. 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. 19. Bid Security 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. 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. If the bid security amount or its validity period is found to be less than is required by UNDP, UNDP shall reject the bid. 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. 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). The bid security may be forfeited by UNDP, and the bid rejected, in the event of any, or combination, of the following conditions: 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: 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. 20. Joint Venture, If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), **Consortium or** Consortium or Association for bid, each such legal entity will confirm in their joint bid that: **Association** 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.

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.

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.

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.

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.

A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

- 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.

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.

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.

21. Only one bid

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.

Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:

- 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.

22. Alternative bids

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.

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.

23. Pre-bid conference

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.

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.

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.

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).

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.

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.

24. Site inspection

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.

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.

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.

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.

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:

- (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.

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).

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.

25. Errors or omissions

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.

Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

26. Bidders responsibility to inform themselves

Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:

- 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.

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.

27. No material change(s) in circumstances

The bidder shall inform UNDP of any change(s) of circumstances arising during the ITB process, including but not limited to:

- 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 subcontractors;
- a change to any information on which UNDP may rely in assessing bids.

SUBMISSION AND OPENING OF BIDS

28. Instruction for bid submission

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.

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

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.

Electronic submission through the portal, if allowed as specified in the BDS, shall be governed as follows:

- 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

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.

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.

30. Withdrawal, substitution and modification of bids

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".

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.

31. Storage of bids	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. 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.
32. Bid opening	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 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	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.
	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.
EVALUATION OF BIDS	
34. Confidentiality	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.
	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.
35. Evaluation of bids	UNDP shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.
	UNDP shall conduct the evaluation solely on the basis of the bids received according to the evaluation criteria in Section 4.
	Evaluation of bids shall be undertaken in the following steps: 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 Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary 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).
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	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).
	In general terms, vendors that meet the following criteria may be considered qualified:
	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 evaluation will be conducted to establish substantial compliance, as per the criteria		
36.	technical bids	included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the 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.		
		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.		
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	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:		
		 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 LINDS may deem appropriate at any stage within the selection.		
		f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.		
41.	Clarification of	UNDP may request clarification or further information in writing from the bidders at any time during		
	bids	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).		
		UNDP may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.		
		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.		
42.	Responsiveness of bid	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:		
		 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. 		

		If a high and an horizontally assumed to the first of the company			
		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.			
43.	Nonconformities, reparable errors and omission	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.			
		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 request may result in the rejection of its bid.			
		For bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:			
		 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.			
		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.			
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	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.			
		If a bidder fails to provide samples or documents requested by UNDP in a timely manner, UNDP may declare the bid unsuccessful.			
AW	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	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 <a form"="" guarantee="" href="https://example.com/hereity/background-central-bank-centra</th></tr><tr><th></th><th></th><th>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.</th></tr><tr><th>54.</th><th>Bank guarantee
for advance
payment</th><th>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 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	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.
		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.
		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

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.

The reference number of this invitation to Bid (ITB) is is ItB23/02595. The EU CBM V Programme is looking for a company/consortium with proven experience in development of joints sketches, manufacturing and mounting of aluminium façade carpentry to carry out the Replacement of the curtain walls of the Block A of the Chisinau Circus. 4. Eligible bidders Goods, works and/or services with origin in all countries are eligible in this bidding process. Goods, works and/or services with origin in all countries are eligible in this bidding process. Foreign companies including their staff, personnel/ workers on levels that shall be involved in this process must be authorized to operate/work in Republic of Moldova according to the national legislation. 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: Focal Person: Vladimir Paraschiv, Procurement Associate Address: EU CBM V Programme E-mail address: Vladimir.paraschiv@undp.org ATTENTION: BIDS SHALL NOT BE SUBMITITED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 28). Deadline for submitting requests for clarifications / questions: Date: 5 (five) days before the submission deadline UNDP will post the clarifications directly to the system. All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian The price adjustment The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. Partial bids shall not be allowed. Bidders must quote prices for the total requirement. 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/operationa	Ref. Article in Section 2		Specific Instructions / Requirements
accordance with the national legislation. Except Experience in development of joints sketches, manufacturing and mounting of aluminium façade carpentry to carry out the Replacement of the curtain walls of the Block A of the Chisinau Circus. Eligible goods, works and services Foreign companies including their staff, personnel/ workers on levels that shall be involved in this process must be authorized to operate/work in Republic of Moldova according to the national legislation. 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: Focal Person: Vladimir Paraschiv, Procurement Associate Address: EU CBM V Programme E-mail address: viadimir.paraschiv@undp.org 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). Deadline for submitting requests for clarifications / questions: Date: 5 (five) days before the submission deadline UNDP will post the clarifications directly to the system. All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian The price adjustment The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. 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. 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/operational/lates/Operational/Rates.php UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Cont			The reference number of this Invitation to Bid (ITB) is is ItB23/02595.
Goods, works and/or services with origin in all countries are eligible in this bidding process. Foreign companies including their staff, personnel/ workers on levels that shall be involved in this process must be authorized to operate/work in Republic of Moldova according to the national legislation. 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: Focal Person: Vladimir Paraschiv, Procurement Associate Address: EU CBM V Programme E-mail address: vladimir.paraschiv@undp.org 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). Deadline for submitting requests for clarifications / questions: Date: 5 (five) days before the submission deadline UNDP will post the clarifications directly to the system. All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. Partial bids (lots) Partial bids (lots) 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.	1.	Scope	experience in development of joints sketches, manufacturing and mounting of aluminium façade carpentry to carry out the Replacement of the curtain walls of
5. Eligible goods, works and services Foreign companies including their staff, personnel/ workers on levels that shall be involved in this process must be authorized to operate/work in Republic of Moldova according to the national legislation. 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: Focal Person: Vladimir Paraschiv, Procurement Associate Address: EU CBM V Programme E-mail address: eU CBM V Programme E-mail address: vladimir.paraschiv@undp.org 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). Deadline for submitting requests for clarifications / questions: Date: 5 (five) days before the submission deadline UNDP will post the clarifications directly to the system. All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. Partial bids (lots) 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. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.	4.	Eligible bidders	Bidders from all countries are eligible to bid.
Foreign companies including their staff, personnel/ workers on levels that shall be involved in this process must be authorized to operate/work in Republic of Moldova according to the national legislation. 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: Focal Person: Vladimir Paraschiv, Procurement Associate Address: EU CBM V Programme E-mail address: vladimir.paraschiv@undp.org 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). Deadline for submitting requests for clarifications / questions: Date: 5 (five) days before the submission deadline UNDP will post the clarifications directly to the system. 11. Language All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. Partial bids (lots) 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. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.		Fligible goods	
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: Focal Person: Vladimir Paraschiv, Procurement Associate Address: EU CBM V Programme E-mail address: vladimir.paraschiv@undp.org 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). Deadline for submitting requests for clarifications / questions: Date: 5 (five) days before the submission deadline UNDP will post the clarifications directly to the system. All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. 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. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.	5.		involved in this process must be authorized to operate/work in Republic of
8. Clarification solicitation documents Address: EU CBM V Programme E-mail address: <u>vladimir.paraschiv@undp.org</u> 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). Deadline for submitting requests for clarifications / questions: Date: 5 (five) days before the submission deadline UNDP will post the clarifications directly to the system. All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. Partial bids (lots) 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. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.			in case of facing difficulties to register in the system and sending messages, bidder
8. Solicitation documents E-mail address: vladimir.paraschiv@undp.org 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). Deadline for submitting requests for clarifications / questions: Date: 5 (five) days before the submission deadline UNDP will post the clarifications directly to the system. All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. 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. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.			Focal Person: Vladimir Paraschiv, Procurement Associate
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). Deadline for submitting requests for clarifications / questions: Date: 5 (five) days before the submission deadline UNDP will post the clarifications directly to the system. All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. Partial bids (lots) 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. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.		Clarification of	Address: EU CBM V Programme
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). Deadline for submitting requests for clarifications / questions: Date: 5 (five) days before the submission deadline UNDP will post the clarifications directly to the system. All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. Partial bids (lots) 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. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.	8		E-mail address: vladimir.paraschiv@undp.org
Date: 5 (five) days before the submission deadline UNDP will post the clarifications directly to the system. All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. 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. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.	G.	documents	THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article
UNDP will post the clarifications directly to the system. All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. 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. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.			Deadline for submitting requests for clarifications / questions:
All bids, information, documents and correspondence exchanged between UNDP and the bidders in relation to this bid process shall be in English or Romanian 15. Price adjustment The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. 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. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.			
and the bidders in relation to this bid process shall be in English or Romanian The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. Partial bids (lots) Partial bids (lots) 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. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.			
performance of the contract. Partial bids (lots) Partial bids (lots) Partial bids (lots) 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. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.	11.	Language	
15. Partial bids (lots) requirement requested under Section 5. Schedule of Requirements. Evaluation will be done for the total requirement. 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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.	15.	Price adjustment	
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 UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.	15.	Partial bids (lots)	requirement requested under Section 5. Schedule of Requirements. Evaluation will
Leu based on UN Operational Rate of Exchange on the day of payment: https://treasury.un.org/operationalrates/OperationalRates.php UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.			Prices shall be quoted in US Dollars (USD)
UNDP shall not be kept liable for any fluctuations of the exchange market during contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.			
contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in accordance with the national legislation.	16.	Bid currencies	https://treasury.un.org/operationalrates/OperationalRates.php
17. Duties and taxes All prices shall:			contract implementation, the Contractor being legally responsible to register any loss/gain of currency exchange resulting from payments against the Contract in
	17.	Duties and taxes	All prices shall:

		Be exclusive of VAT and other applicable indirect taxes.
18.	Pid validity paried	
10.	Bid validity period	90 days
		Required in the amount of USD 28,000 (twenty-eight thousand US Dollars)
		The bid security will be in the same currency as stipulated in Article 16: Bid currencies.
		Acceptable forms of bid security:
		☑ Bid security form template (bank guarantee) set out in Section 7: Bidding Forms
		Important Remarks:
		•The Bid Security shall be valid up to 30 days after the final date of validity of bids .
19.	Bid security	•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.
	Pre-bid conference	Will be conducted Time and time zone: 11:00 AM (Moldova time / GMT+2) Date: 21 February 2023 Venue: Zoom Meeting URL:https://undp.zoom.us/j/87245200131?pwd=K1lTakFPeUpuNkhEL0hyQ3kyTzlDUT09 Meeting ID: 872 4520 0131
		Before joining the meeting kindly leave your name and contact details, after which you will be allowed to join the meeting.
		The focal point for the arrangement is:
23.		Focal person: Vladimir Paraschiv E-mail address: Vladimir.paraschiv@undp.org
20.		Please, confirm your participation by COB one day before the pre-bid meeting to the following email: Vladimir.paraschiv@undp.org
		The Pre-bid conference is: ☑ not mandatory
		Minutes of the Pre-bid conference will be disseminated by: Direct communication to prospective Bidders by email and posting directly in Quantum and on the below tender websites: https://sc.undp.md/viewtenders2/ https://sc.undp.md/viewtenders2/ https://procurement-notices.undp.org/ https://www.ungm.org/Public/Notice https://www.ungm.org/Public/Notice
24.	Site inspection	Time and time zone: 10:00 AM (Moldova time / GMT+2) Date: 23 February 2023 Location: Chisinau Circus, (6, Renasterii Nationale Boulevard, Chisinau, Moldova)
		John St. C.

		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:
		Focal person: Andrei Vasilachi E-mail: Andrei.vasilachi@undp.org Bidders shall notify the focal point 1 (one) 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.
		The site inspection is: ☑ not mandatory
28.	Instruction for bid submission	 Bidders must submit their bid directly in the online system. 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: UNDP Moldova, #131, 31 August 1989 Street,
		 MD-2012, Chisinau, Republic of Moldova to the attention of Procurement Unit 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	\boxtimes A Public bid opening report will be sent automatically from the system to all bidders who have submitted a bid for this tender.
35.	Evaluation Method for the Award of Contract	Lowest priced out of technically responsive, eligible and qualified bids.
	Expected date for commencement of contract	03 April 2023
	Maximum expected duration of contract	18 months, starting from the date on which the Contractor is given Access to the Site and receives a notice from the UNDP Engineer to commence the Works and ending on the date of final completion of Works stated in the Certificate of Final Completion. The period of 18 months includes 6 months necessary for works' completion and 12 months of Defects Liability Period.
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
52.	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

		UNDP General Terms and Conditions for Works
52. Conditions of contract to apply		
		http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
		Required in the amount of 10% of the contract amount
Performance security		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.
		Allowed up to a maximum of 20% of contract value.
54.	Advance payment	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.
		Will be imposed as follows:
	In case the works are not completed within 180 calendar days, 2.5% of the total contract amount will be deducted out of the final invoice for each week of delay.	
55.	Liquidated Damages	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.
40.	Due diligence	UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. For more details, please, refer to point 40 of Section 2: Instruction to Bidders.
	Documents to be submitted	 Please attach the following documents as part of your bid: Bid Submission Form (as per Form C) Bidder Information Form (as per Form D) Company Profile, which should not 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 (in the area of manufacturing and mounting of aluminium façade carpentry for civil building for at least 1,000 m2 of façade surface) within the last 5 years, indicating the Beneficiary name and contact details, scope of executed works, contract amount and period of contract execution
- 3 final commissioning reports of similar works (in the area of manufacturing and mounting of aluminium façade carpentry for civil building for at least 1,000 m2 of façade surface) (for local bidders), or any other prove of successful completion of works on the site (for international bidders), for the sites presented as similar experience (as required in Section 4)
- At least 3 Clients' statements confirming satisfactory performance by the Bidder, each JV partner/Subcontractor (if the case), on the contracts of highest value carried out, during the past 5 years, by each intended participant
- Technical Bid (as per Form G)
- Preventive resistance calculation to prove that the aluminium profile, windows, hardware, doors, windows, etc. correspond to the requirements set out in this ITB and fall within the maximum or minimum dimensions and characteristics admissible for them.
- Certificates of conformity of the proposed materials (profiles, glasses, waterproofing, barriers, windows/doors fittings, gaskets etc)
- Copy of ISO 9000 certification of the manufacturer of aluminium profiles
- 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, attestation in accordance with Moldovan construction legislation) (as required in Section 4).
- 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). The Bidder shall have its own/rented assembly shop for aluminium façade carpentry.
- 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
- 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)
 - 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 nontoxic 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 ten (10) days after the submission deadline from tender deadline at the address indicated in Section 3

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	Duly signed and stamped Form C: Bid Submission has
specified in Section 6.	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	Form D: Bidder Information
micro, small or medium sized enterprise, women or	
youth owned business or other.	
Vendor is not suspended, nor otherwise identified as	Form C: Bid Submission
ineligible by any UN Organization, the World Bank	
Group or any other International Organisation in	
accordance with Section 2 Article 4.	
No conflicts of interest in accordance with Section 2	Form C: Bid Submission
Article 4.	
The bidder has not declared bankruptcy, in not involved	Form C: Bid Submission
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	
Certificates and Licences:	Form D: Bidder Information
Official appointment as local representative, if bidder is	
submitting a bid on behalf of an entity located outside	
the country.	

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

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

Litigation History: No consistent history of court/arbitral	Form F: Eligibility and Qualification Form
award decisions against the bidder for the last 3 years.	
Previous Experience:	
Minimum 5 (five) years of experience in civil engineering	Form F: Eligibility and Qualification Form
contracts as Lead Company.	
(For JV/Consortium/Association, Lead Company should	
meet requirement).	
Minimum 3 (three) finalized contracts implemented	Form F: Eligibility and Qualification Form
over the last 5 (five) years, in a cumulative value of USD	
1,500,000 (one million five hundred thousand USD)	
equivalent, in the field of manufacturing and mounting	
of aluminium façade carpentry for civil building for at	
least 1,000 m2 of façade surface. The value of at least 1	
contract shall not be less than USD 800,000 equivalent.	
(For JV/Consortium/Association, Lead Company should	
meet requirement).	
Financial Standing:	
Liquidity: The Ratio Average Current assets / Current	Copy of audited financial statements for the last three
liabilities over the last 3 (three) years must be equal or	years. / Form F: Eligibility and Qualification Form
greater than 1.	
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.	
Turnover: Bidders should have annual sales turnover of	Copy of audited financial statements for the last three
minimum 1,000,000 USD for the last three years (2019-	years. Form F: Eligibility and Qualification Form
2021).	
Bidder must demonstrate the current soundness of its	
financial standing and indicate its prospective long-term profitability.	
(For JV/Consortium/Association, all Parties cumulatively	
should meet requirement).	

Technical Evaluation Criteria

Criteria	Documents to establish compliance
The technical bids shall be evaluated on a pass/fail basis	Form G: Technical Bid
for compliance or non-compliance with the technical	
specifications identified in the bid document.	
The submission of the following documents according	
to resource methodology is mandatory (WinSmeta,	
WinDoc, etc):	
 Respective Bills of Quantities(F7); 	
 Duly filled-in Unit Price Catalogue(F5)*; 	
 Duly filled-in Resource Schedule(F3)*. 	
*The catalogues will be generated by the software	
WinSmeta or similar.	
Information on Key personal (CVs) is an important part	
of the technical evaluation process, including	
certifications, and specific experience related to the	
project.	

decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

The bidders shall submit CVs of the below proposed	Form G: Technical Bid
personnel.	
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.	
For each position, the CV must demonstrate the	
experience for the specific category and profession,	
including the certificates (attestation in accordance	
with Moldovan building legislation).	
The following key personnel is mandatory	
The following key personnel is mandatory: one (1) foreman in the field of general construction	
one (1) designer for façade carpentry	
• One (1) designer for raçade carpentry	
The foreman for general construction shall be on site	
full time for project implementation.	
, and a second production of the second produc	
(Attestation certificates shall be valid at the date of bid	
submission. Please, ensure that copies of proving	
documents are attached.)	
Demonstrated capacity to implement and commission	Form G: Technical Bid
all the works within the proposed timeframe, which	
shall not exceed 180 calendar days	

Evaluation of Prices

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

SECTION 5. SCHEDULE OF REQUIREMENTS

A. SCOPE OF WORKS

A. Background

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

Transformative force for social transformation on both banks - the activities under this component will provide support to the cultural sector with a focus on historical heritage with a view to investing in the country's future and facilitating development and conflict settlement.

Cultural and Historical heritage component focuses on conservation-restoration of historical monuments of national importance and on conservation-restoration of smaller scaled historical heritage endangered projects, which are considered to have a national interest for both banks (Confidence building measures dimension).

Two Flagship projects to undergo conservation-restoration under EU-CBM Programme are: Bender Fortress located in Transnistrian region and Chisinau Circus located in capital of Moldova.

The Circus building from Chisinau was officially commissioned in 1981. The first performance in the Circus building was held on April 25, 1982. The design documentation for the respective building was developed by the State Design Institute MOLDGIPROSTROI (currently the National Research and Design Institute "Urbanproiect"). The authors' team has been awarded the State Award for Architecture for carrying out the respective project.

The Circus building has a performance hall in the form of an amphitheater for 1900 seats, and the central arena is in the form of a circle with a diameter of 13 meters. The performance hall is surrounded by a semicircle lobby, which is decorated with encaustic wall paintings; the lobby floor is made of marble mosaic representing tumbling animals. The main façade is enriched with an obelisk representing a clown.

The Circus building complex from Chisinau is composed of 6 buildings, delimited among themselves through seismic and trampling joints:

- 1. Bloc A, the building with the main arena
- 2. Bloc B, gallery-type building for access from Bloc A to Bloc C
- 3. Bloc C, the building with the small arena.
- 4. Blocs D, E, F buildings for administrative-housework purposes.

In 2004 the Circus building stopped its activity in order to undertake reparation and renovation works, but the given works were not finished, hence the building is not yet operational.

On May 30, 2014, as a result of current reparation works, the small arena of the Circus, bloc C, became operational again, having 300 seats and a diameter of 9 meters.

In 2019 the EU-CBM Programme has contracted a company to carry out a technical expertise of the building and as a result, it was found that bloc A has a limited technical operational condition and it is necessary to perform a number of works to reinforce and restore the load-bearing constructions so as to get the building back into an operational technical condition.

In 2020, drawing on the results of the technical expert review, an international competition was organized to select a design company, which, in addition to solutions for the repair and upgrading of block A of the building, will also develop options for transforming the circus arena into a multifunctional one, which will allow for a multi-purpose use of the building and receive additional income for its maintenance.

A partnership of two Italian companies PRAS and Architect Traldi won the competition, which, together with a team of local consultants, has developed the entire set of design documentation for the renovation of block A of the Circus building in Chisinau.

B. Objective of the assignment:

The EU-CBM Programme is looking for a company or consortium of companies specialised in constructions and experienced in producing nodes, manufacturing and installing curtain-type aluminium profile facades.

Thus, during the first stage of the contract implementation, the awarded company or consortium of companies will produce nodes and joints and will verify and coordinate this process according to the national law on construction, i.e. on manufacturing and installing curtain-type aluminium profile facades for the bloc A of Chisinau Circus.

During the second stage, the awarded company or consortium of companies will produce and install the respective curtain-type aluminium profile facades for the bloc A of Chisinau Circus.

C. Key tasks and expected outputs:

1) Development of bid stage.

While developing the bid, potential bidders will conduct a preventive calculation of resistance based on the specifications, the bill of quantities and the projects drafts. This shall prove that the aluminium profile, windowpanes, door & window fittings etc., are in line with the requirements set up in the respective specifications and fit in the maximum and minimum permissible dimensions. The calculation of resistance is a mandatory document to be submitted as part of the bid.

The expenditures for the implementation documentation, manufacturing and installing the system, including costs associated to mounting details, hydro/thermo gaskets, mounting components that will be developed during the first stage of the contract implementation, will be considered during the bid development.

The bidder / contractor will have to size and use the values derived from their own estimates, while preserving the facade architecture.

If during the development of the implementation documentation will be found that the transversal sections or features of the profile proposed by the bidder for competition are not in line with the tasks to which this profile is to be subjected to during the exploitation period, this will be used as grounds to terminate the contract.

2) Development of implementation documentation stage.

After signing the contract, the awarded company or consortium of companies will have to adjust the implementation documentation to the aluminium profile, fittings and gaskets recommended by the manufacturers of proposed profile system. Therefore, the implementation documentation developed by the designer PRAS and the architect Traldi is to be reviewed and complemented with the mounting details in line with the requirements of the manufacturer of the profile system proposed. These adjustments will be made according to the calculations in terms of energy resistance and efficiency, noise and fire resistance that will be conducted by the selected entrepreneur. The new implementation documentation will be endorsed by the EU-CBM Programme representatives, the technical officer, the author and beneficiary supervision team and will be verified and coordinated in strict compliance with national law on construction.

The consent/ endorsement of the author supervision team will cover only the consistency of the specifications and the estimated architectural data. The responsibility for the technical accuracy, stability and insulations remains the entrepreneur's obligation after issuing the manufacturing drawings.

All the project documentation and specifications will be submitted on hard copy (4 copies) and in electronic format – scanned from the printed pages with signatures and endorsements on a USB memory stick.

The design documentation will also be submitted in DWG and AutoCAD drawing file formats. This will include the .ctb file (defining the drawing plotting style).

Each drawing has to be in a separated pdf/jpg file. Jpg/pdf files have to be directly created in AutoCAD by selecting the 'Print in pdf/jpg format' option. These do not have to be scanned from hard copies in PDF/JPG at the scale.

The costs for the development, endorsement and verification of the implementation documentation developed by the selected entrepreneur will be incurred by the latter and need to be considered while developing the financial bid.

3) General requirements for the aluminium profile system.

The respective specifications derive from the minimum constructive characteristics of the carpentry and curtain wall systems that the offered systems must meet. The equivalence of other systems with the indicated system will be established based on certification documents and detailed drawings, and, if mandatory, samples will be presented. The following clarifications do not impose a particular system, the obligatory character residing in respecting the technical, architectural and operational conditions.

Data related to standard dimensions of the profiles (mounting depth and visible width), as well as the characteristics of the construction in detail positions will be taken into account.

The processing requirements and indications of the respective manufacturer for the proposed profile system will be met.

The profile manufacturer, respectively provider, will have an ISO 9000 certificate.

a) Requirements for the curtain-type elements:

- > AlMgSiF22 aluminium alloy profiles as per DIN EN 755 T6-66, DIN 1748 and DIN EN 12020-2;
- Thermal insulation of curtain walls (classical version): Uw<1.4 W/m²K (including screws for mounting the glass) according to EN ISO 10077, T2 for a windowpane of 56 mm minimum.

- Stopping heat by at least 50 mm thick;
- Soundproofing: 45 dB cf. EN ISO 717-1;
- Water tightness: RE 1200 as per DIN EN 12154;
- Air tightness: class AE as per DIN EN12152;
- Resilience to wind loads: nominal value according to climate data about the place;
- Resilience to impact: I5/E5 as per EN 14019;
- Sizes of transversal section of interior profiles: max. 50x90 mm;
- > Size of the external profile cover: 50x105 mm (same characteristics as the original window);
- Thickness of the windowpane: 56 mm;
- External colour of aluminium parts: RAL 9006;
- Internal colour of aluminium parts: RAL 9006;

b) Requirements for the double glazed windowpane for the curtain-type walls (Type 1 Pane with 3 glasses):

- Exterior: 8mm secured PLANICLEAR Thermally Toughened Float Cool-Lite Kn 166 II
- 16mm Argon, spacer:
- Intermediary 6 mm PLANICLEAR;
- 16mm Argon, spacer:
- Interior: 10 mm secured PLANITHERM XN II glass (5 mm Planiclear + 2 PVB silence (2x0,38) + Planiclear 5mm);
- LIGHT FACTORS EN410 (2011-04)
- Light transmission (LT) 53%
- External light reflectance value (ELRV) 23%
- Internal light reflectance value (ILRV) 25%
- ➤ THERMAL TRANSMISSION COEFFICIENT EN673-2011, max. Ug. 0.6 W/m².K)
- SAFETY LEVEL IN TERMS OF INJURIES EN 12600
- ➤ Resilience to the NPD- 1C2/NPD/1B1 pendulum test
- ENERGY FACTORS EN410 (2011-04)
- Transmittance (ET) 27%
- External energy reflection (EER) 34%
- > Internal energy reflection (IER) 29%
- Absorption A1 (AE1) 30%
- > Absorption A2 (AE2) 2%
- ➤ ANTI-INTRUSION SECURITY LEVEL EN 356 NPD/NPD/P2A.

Glass thickness will be verified according to the charges and sizes in the regulations in force.

All the edges of the profiles will be rounded.

The drainage is done in cascade, at three levels: Level 1 = waler; level 2 = waler; level 3 = strut, lower level profiles overlapping the upper level profiles.

Walers are joined to the strut by screwing the profiles / the T joints. All the joints are established according to the static requirements. The windowpanes and/or panels are sealed with EPDM gaskets. The vertical gasket is continuous removable body to create the sealing surface between the overlap of the ruler on the upright.

All the screws used for the exterior are made of A4 stainless steel.

Special elements must be mounted in the seam of struts to ensure pressure balance and drainage of infiltrated or condensed waters. These elements will be mounted in the lower and upper parts of the struts, and also at every 8 meters distance.

In the struts' expansion joints area, pieces ensuring the continuity of drainage channels must be installed according to the indications in the supplier's assembly catalogs. These pieces need to be mounted with self-taping screws. The parts must have transversal channels in which thiokol will be injected in order to appropriately seal the space between the piece and the strut (the water will not enter between the piece and the strut given the effect of surface tension; the elements included in the facade, automatic opening vents, and doors will fit perfectly with the windows. Thermal insulated windowpanes will be installed in the facade using system gaskets. Generally, thermal insulated windowpanes will be sealed along the perimeter. First sealing is done using butyl rubber, and secondary sealing – polysulfide or two component silicone. The spacer profile has to be detached from the edge of the windowpane by at least 3 mm. The thickness of the windowpane will be sized according to the physical requirements of the building in line with EN 12600/2002.

The secured windowpanes need to have an imprinted (visible and lasting) verification number. Requirements related to bending, pendulum testing and glass fragmentation will be met.

c) Requirements for the windows integrated in curtain-type elements:

- Aluminium alloy profiles AlMgSiF22 as per EN 755 T6-66, EN 12020. Minimum wall thickness for the windows profile is 1.6mm. Barrier profiles.
- ➤ Thermal insulation: window frame + sash Uf<=1,2 W/mpK with triple glass
- Thermal insulation: window frame + sash Uf<=1.8 W/m2K</p>
- Soundproofing: 34 dB
- Window water tightness: EN1050 for windows in a 1100x1400 leaf according to the product passport.
- Window air tightness: class 4 acc. to EN12207, in accordance with the product passport (not values resulting from individual tests)
- Resilience to wind loads according to climate data about the place;
- Frame mounting depth: 70mm;
- Window sash mounting depth: 80 mm
- Frame insulator thickness: 37.5mm;
- Sash insulator thickness: 32.5/42.5mm;
- Concealed own hardware, with Al, Zn or steel components, sized for every specific application.
- All windows will have double opening, the sides opening as follows: 1 opening ventilation ('lower hinges') and 2 regular opening ('vertical hinges');
- ➤ The fittings needs to be tested and to resist to at least **20.000** open-close cycles.
- External colour of aluminium parts: RAL 9006;
- Internal colour of aluminium parts: RAL 9006;

d) Requirements for the double glazed integrated windowpanes for the curtain-type walls (Type 1 Pane): The double glazed pane and its characteristics for integrated windows will be the same as those recommended for the double glazed windowpane of the curtain-type walls (see above).

Fittings:

- fittings kit with concealed hinges, tilt and turn hinges opening as follows:
- 1. Ventilation (with lower hinges);
- 2. airing (with vertical hinges). Number of hinges according to the estimates;
- closing opening mechanism;
- latch-type handle;
- mechanism for locking the rotational movement;

The fittings are delivered depending on the opening mode, as a comprehensive kit of system fittings, including aluminium handle with Inox look finish.

The concealed fittings (no visible hinges) will be of Schuco Avantec or equivalent type, with scissors stay, the length correlated with the width of the sash, including the corner folding piece and the pivoting piece, corner transmission with the window safety stop, with anti-theft device, side closing mode (on handle's side) up and down, one-hand operation using the cremone bolt with default positions.

The scissor stays and the blockers will be adjustable for collateral rotative fittings. Therefore, the following adjustments for the fittings are possible: from the corner pivot bearing bolt -1 mm, +2mm, on sides $\pm 0,7$ mm. The scissor stay can have the edge lifted by 2 mm and lowered by 2 mm. The scissor stay allows to adjust the contact pressure by moving the edges by ± 1 mm. The adjustable locks allow to regulate the contact pressure by moving the edges between -1.5 mm, +1 mm.

The rod for the cremone bolt is of composite material and covers the rod channels, thus creating an effective protection against dirt and preventing impurities to enter the channel.

The internal gasket is not interrupted at the level of corners, scissor stays or hinges.

All accessories are made of stainless materials.

The gaskets used are EPDM type and ensure a good sealing of joints ($a<0.1m^3/h$) and are not interrupted by fittings that are to be mounted in front of the door case or frame. For the mobile elements, systems not having the external space decompressed are not allowed (systems for which the sealing is done on three gaskets are not allowed). The sealing for mobile elements is done only on the central and internal gaskets.

Mounting the windowpanes: is done on special pieces on which supports are mounted. For a better stability, these pieces are clipped in the grooves of the profiles.

Insulators: Polyamide with special inserts to ensure the strong and lasting connection with the aluminium profiles. Insulators are provided with foam inserts to reduce heat transfer through radiation and convection.

Corner joints: permanent joints (with bolts or crimping) for a durability increasing in time. A layer of thiokol will be placed on each of the sections of the profiles. Special corners will be used to align and seal the joint, that will be additionally sealed with thiokol. Corners are sealed by injecting two component material between the corners and profiles through appropriately located holes.

d) Requirements for the doors integrated in curtain-type elements:

- Aluminium alloy profiles AlMgSiF22 as per EN 755 T6-66, EN 12020. Minimum wall thickness for the doors profile is 2mm. Profiles with sliding thermal barriers for doors.
- ➤ Thermal insulation: frame + door Uf<=1,8 W/m²K
- Soundproofing: 34 dB
- Water tightness: EN1050
- Air tightness: class 4 acc. to EN12207, in accordance with the product passport (not values resulting from individual tests)
- Resilience to wind loads according to climate data about the place;
- Frame mounting depth: 65 mm;
- Sash mounting depth: 65 mm
- Threshold for brush sealing escape routes;
- Concealed own hardware, with Al, Zn or steel components, sized for every specific application.
- The fittings need to be tested and to resist to at least 1000000 open-close cycles.
- Inner fittings anti-panic bar-type handles;
- Inner fittings vertical bar-type handles;
- External colour of aluminium parts: RAL 9006;
- Internal colour of aluminium parts: RAL 9006;

e) Requirements for the double glazed windowpane of built-in doors for the curtain-type walls (Type 2 Pane):

- Exterior: 8mm secured PLANICLEAR Thermally Toughened Float
- 16mm Argon, spacer:
- ➤ Interior: 10 mm secured PLANICLEAR glass (5 mm Planiclear + 2 PVB silence (2x0,38)+5 mm Planiclear);
- LIGHT FACTORS EN410 (2011-04)
- ➤ Light transmission (LT) 59%
- External light reflectance value (ELRV) 22%
- Internal light reflectance value (ILRV) 25%
- ➤ THERMAL TRANSMISSION COEFFICIENT EN673-2011, max. Ug. 1.0 W/m².K)
- > SAFETY LEVEL IN TERMS OF INJURIES EN 12600
- Resilience to the NPD pendulum test
- ENERGY FACTORS EN410 (2011-04)
- Transmittance (ET) 33%
- External energy reflection (EER) 33%
- Internal energy reflection (IER) 33%
- > Absorption A1 (AE1) 30%
- Absorption A2 (AE2) 4%
- ANTI-INTRUSION SECURITY LEVEL EN 356 NPD.

Fittings:

- hinges for intense use, according to the description and the calculation of resistance;
- cylinder;
- anti-panic mortise lock with lockable tongue from the key with stainless steel deadbolt;
- stainless steel plywood, with plastic pocket for deadbolt;
- Inox look Smart Active vertical aluminium bar door handle;
- anti-panic bar;
- elox natur aluminium masque for the cylinder;
- GEZE TS 5000 or similar shock absorber.

Antipanic doors are made of special profiles intended for this type of doors, which allow to open simultaneously both sashes. For this, the space should be of min. 11 mm (F) in order to avoid the door jamming.

The corner joints at door profiles: permanent joints (with bolts or crimping) will be used, for increased durability over time. A layer of thiokol will be placed on each of the sections of the profiles. Special corners will be used to align and

seal the joint, that will be additionally sealed with thiokol. The corners are sealed by injecting two-component material into the space between the corners and profiles through appropriately positioned holes.

It is mandatory to use high traffic hinges, tested at 1,000,000 cycles, which will be attested with verification certificates, issued by authorized institutions.

The hinges will have the possibility of adjustment in three directions as follows - horizontal adjustment -2.5-+2.5 mm; vertical adjustment 0-3 mm; gasket pressure adjustment +0.5 mm.

f) General requirements for construction:

The thermally insulated panels consist of an outer part and an inner part that are joined with an insulating bridge made of high-quality plastic material (for example: toughened polyamide glass fibre). The profiles must support the loads safely. Between the internal and the external part, the resulting cutting forces must be transmitted safely through coupling (no sliding between the internal and the external profile part). The outer and inner parts of the profiles in facades are solidly attached to each other.

All the profiles will be painted in electrostatic field. The electrostatic painting of aluminium is done according to the requirements of the standard EN ISO 12206-1. The electrostatic painting of aluminium profiles and/or of the sheet according to Qualicoat will be done in a polyester-based paint layer of minimum 50 μ m. The method of preparing and the thickness of the layers will comply with the specifications and indications of QUALICOAT. The painting will be done in compliance with the RAL of each element. After concluding the contract, it will be decided, by mutual agreement, which deviations in colour and texture are allowed - by providing some samples.

Profile systems with clamps and insulating cords must be provided for the connections with the building.

When installing the windows, installing the gaskets: The windows and the panels are insulated with high quality, original EPDM gaskets or with vulcanized cases (from the same type of EPDM gasket). Material used: EPDM= Ethylen-Propylen-Terpolymere. In sashes with flaps, an inner gasket is used in addition to the middle gasket.

The closures on the wall, parapet and other ventilated closures will be made in a way that allows the water that can penetrate to be evacuated without wetting the thermal insulation (mineral wool).

The holes that are necessary to the technological process will be sealed with plastic material.

The ventilation and the drainage of the rabbets and of the front chambers of the profiles must be done in a way that allows the moisture to be directed outside. The drainage of the front chamber will be performed at the most deep point. The removal of pressures from the window rabbets must be done according to the provisions of manufacturers of insulated glass.

The entire construction should comply with the static requirements. The dimensions and thicknesses of the materials are, as long as they are not provided for initially, chosen by the bidder so that they meet the demand. The actual loads must be taken up safely by the building. For taking over the tasks, the national regulations in force are taken into account.

The calculated deformations of pillars, transoms and carpentry cases provided with thermal insulating glass must not exceed L/200 or a maximum of 15 mm - according to EN 13830- (L being the distance between two fixing points).

The maximum arrow of the transoms under the weight of windows should not exceed L/500 but less than 3 mm, according to EN 13830.

All the mountings and the stiffeners should be built to be compatible with construction tolerances to red.

The mounting elements such as screws, bolts, nuts and others, in contact with aluminium parts, will be made of stainless steel (at least A4 quality). For all common couplings and small steel parts, materials shall be used according to the requirements of the project. All the bolted assemblies shall be secured against accidental unscrewing.

To avoid the contact corrosion of two different metals, an intermediate piece of PVC will be used. (An exception is made in the case of stainless steel connecting parts in dry areas).

The connection with the resistance structure of the building:

- of the carpentry elements will be made with metal brackets, mounted according to the technical prescriptions given by the supplier.
- of the curtain walls will be made with aluminium or steel pieces whose dimensions result from static calculations.

Joining the profiles (Corner, T-joints)

The joining corners must fit in the inner section of the profile. The end-to-end and corner joints must be coupled rigidly and sealed. In the case of oblique joints, an impeccable sticking between the corner and the oblique surface (of the profile) will be taken into account. The penetration of water into the construction will be avoided both in the case of T-joints and cross-joints, through the mandatory sealing of the area under the T-profile. This sealing must be done with special parts, belonging to the carpentry system. Improvised solutions for sealing T-joints are not allowed. Bi-component metal glue is used as sticking material. The joints must permanently meet the conditions of stability, rigidity and isolation in the profile section.

Only original high quality parts of the system are allowed as fittings.

Only the original fitting systems, of the same typology and from the same supplier, which were used in the tests for obtaining the product passports, will be used.

If the specifications do not specify otherwise, all fitting elements - except for the handle and hinges – will be mounted as hidden.

The fitting elements should be dimensioned so as to be able to take over the loads from their own weight and wind and will be mounted in the carpentry rabbet, in accordance with the supplier's specifications.

Special rivets with internal metric aluminium or stainless steel thread will be used for the screw joints in the wall of the profiles.

The fittings must be adjustable and allow the assembly of additional parts, such as intermediate latches, rotation locks, additional scissors. The number of closing points must comply with the specifications in the supplier's catalogues, respectively in the test reports, in order to achieve the required sealing performance.

The fittings for roto-tilting openings is equipped with a safety device to avoid wrong handling.

g) PHYSICAL REQUIREMENTS OF THE CONSTRUCTION

The deformations of the construction parts due to displacements and temperatures will be constructively dimensioned, and deriving from this movement and closure joints, air and water seals will be set.

The coupling joints with the body of the building will be watertight.

The construction must take all the effective forces through the connecting elements and transmit them to the building. The windows and the facade elements will take loads from the body of the building.

In the construction field, the agreed joints are for noiseless movements and with possibilities of sliding.

The sealing of the joint between the cases and the building, respectively between the pre-cases and the carpentry, will be carried out in accordance with the building-physics requirements.

When choosing insulation, the requirements for protection against heat, moisture, noise, fire and deformation/displacement of elements must be taken into account. When insulating joints with elastic insulating materials, the manufacturer's prescriptions must be taken into account. The application of insulation materials must be done only during favourable weather (in accordance with the manufacturer's prescriptions). When determining the width of the joints, the total permissible deformation of the sealing material is decisive.

The sealing films must be chosen to ensure the proper functioning of the system. The sealing materials must be compatible with the support on which they are placed and must not contain corrosive chemical compounds. Sealing films must be durable when exposed to adverse external conditions.

The films will be installed around the perimeter on each level. Level differences must be avoided to eliminate reverse joints (the joint is made in the direction of the water flow). The contact surface will be cleaned and degreased in advance to allow the optimal sticking of films. The presence of air bubbles in the adhesive layer will be avoided as much as possible.

The vapour barrier (on the warm side) will be made out of water resistant films, made of synthetic rubber, with or without self-adhesive tape, waterproof and vapour pressure of up to 5 bars. They must comply with the requirements of DIN 16 935. The permeability tests must be performed according to DIN 16 726. The installation of vapour barriers and their efficiency will be verified according to DIN 18 200.

The following characteristics must be observed:

- min. thickness: 1.2mm;
- temperature range (DIN 52 123): -200C up to +900C;
- processing temperature: -100C up to +300C;
- softening point (DIN 52 011):115'
- effort per unit/ transversal: 42 N/mm²/48 N/mm²;
- maximum elongation: longitudinal 180%/transversal 113%;
- vapour diffusion resistance: approximatively μ =169.200;
- thickness of equivalent layer Sd=175 m;
- vapour permeability: 0,22 g/(m²*d);
- water permeability (DIN 1084): 0cm;
- does not show cracks.

Mechanical fixing will be done during the mounting. The preparation of the support, the overlap of the films and the selection of the adhesive used must be followed according to the manufacturer's instructions.

The overlap of the joints must be of min. 80 mm. It is recommended to use membranes SIKAMEMBRAN UNIVERSAL vapour impermeable EPDM glued with SIKABOND TF PLUS N type materials.

Waterproofing (on the cold side) - The vapour permeable membrane will be made of films that are resistant to breaking, waterproof, windproof and are reinforced on the inner side with synthetic material. They must comply with the requirements of DIN 19 935. The tests will be conducted with the observance of DIN 16 726. The mounting will be verified according to DIN 18 200. The films are made of soft PVC in compliance with DIN 16 730.

The following characteristics must be observed:

- min. thickness: 1.2mm;

- surface: slightly granulated;
- waterproof: approx. 1m/1H;
- deformation: longitudinal and transversal approx. 0%;
- resistance to heat approx. +900C;
- vapour impermeability: WDD g/(m²xd): 34.1 g;
- vapour diffusion factor: 132;
- SD value: 1.16m;
- maximum elongation (N/15mm): direction 1: 203, direction 2: 138;
- maximum elongation (%): direction 1: 43, direction 2: 128;
- resistance to shearing (N/mm2): 0.144;
- resistance to peeling from concrete (N/mm): aver. 4.46;
- behaviour at 0 °C: without breaks and cracks;
- resistance to heat at +900C: no visible differences are noticed;
- resistance to low temperatures of -23 °C: no cracks exist;
- resistance to UV radiation: approx. 6 months.

The films are fixed mechanically with flanges that ensure resistance to detachment. The preparation of the support, the testing of the films and the selection of the adhesive used must be followed according to the manufacturer's instructions.

The overlap of the joints must be of min. 80mm.

Particular attention must be paid to the surfaces to be plastered (insulated or not). The carpentry elements will be fixed with finishing profile.

Only heat-insulating, fireproof, durable and weather-resistant materials will be mounted. To ensure a good heat insulation in time, the wetting of the thermal insulation material must be prevented.

The empty spaces between the body of the building and the lean-to must be filled with heat-insulating materials.

During the mounting of the construction, the production of thermal bridges will be avoided. The separation between the indoor and outdoor climate must be done in the warm area (of the profiles).

To prevent the condensation, there must be a clearly defined separation zone between the warm area and the cold area in all the details of the aluminium construction, as well as at the joints.

Steel substructures (consoles, substructure of ventilated facades, etc.) will ensure the thermal separation from the construction in red.

The permeability of the joints and the tightness against torrential rain must comply with EN 12152 and EN 12154 respectively. The indications from the annex will be observed.

In order to suppress the noises of the facade, the various constructive joints, including the fixing elements, will be adjusted in such a way as to prevent the noises in the case of movement of the facades. For elements subject to expansion, expansion joints will be provided.

The vibration effect of the elements will be reduced, by ensuring a sufficient thickness of the material and/or by ensuring a further rigidity.

To ensure the fire protection, the construction regulations, their addenda, as well as the requirements from the project documentation, will be observed. Special consideration will be given to the possible classifications of the constructive parts, their materials as well as the related anchorages.

All the rules and prescriptions in force in the Republic of Moldova regarding the protection against fires will be observed.

The dimensions given in the carpentry drawings are the project dimensions. The changes in dimensions, which in the case of metal construction work per piece are up to +/- 50 mm of the overall size, do not require changes in the unit price. In the case of larger deviations, the price is recalculated according to the surface changes.

D. Regulatory Framework

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

- a) Law No. 721 of 02.02.1996 on the Quality in Constructions;
- b) NCM A.07.02-2012 Procedure for development, endorsement and approval and the framework-content of design documentation for constructions;
 - c) HG 361/1996 from 25.06.1996 regarding quality assurance in construction;
 - d) CP C.01/02-2014 Designing buildings and constructions considering accessibility for persons with disabilities;
 - e) NCM E.03.02-2014 Protection against fires in buildings and installations;
- f) NCM E.04.04-2016 Protection against environmental actions, Design of constructions' anticorrosive protection;
 - g) CP C.04.08-2015 Blocks of PVC windows and doors;
 - h) Other normative acts in force on the territory of the Republic of Moldova.

E. Institutional Arrangements

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

F. Financial Arrangements

Payments will be made based on unit prices provided in the financial proposal multiplied with the quantities for works required and accepted by UNDP.

Should the contract be signed with a local company, even though the contract will be signed in USD currency, the payments will be effected in MDL based on UN operational rate of exchange on the day of payment (for reference, please, refer to https://treasury.un.org/operationalrates/default.php). Therefore, the Bidders are required to consider any eventual currency fluctuations while developing their Financial Proposal, given that currency fluctuation is not subject to any changes in the unit rates and total contract price.

Participants must take into account all costs associated with the activities related to the outputs. Pricing and payments will be against the accepted outputs and not the costs associated with these outputs. Lack of understanding and knowledge will not be considered as waiving the objectives.

G. Duration of Work

The estimated duration of works is maximum 180 calendar days. The expected time of commencement of contract is April 2023.

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] (Pls. link this to price schedule)	DAP
Exact Address of Delivery/Installation Location	Chisinau Circus, (6, Renasterii Nationale Boulevard, Chisinau, Moldova
Customs, if required, clearing shall be done by:	Contractor
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	48 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	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.
	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 underpriced), UNDP have the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable risk to UNDP).
Payment Terms (max. advanced payment is 20% as per UNDP policy)	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.
	☑ 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 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.
	☑ So as to ensure the liquidated damages retention (in case applied) (as per point 55 of Section 3: Bid Data Sheet), the last invoice shall not be less than 10% of the total contract amount
Final Completion of works and validity of Performance Security	UNDP will issue a certificate of final completion of works upon expiration of the Defect Liability Period of 12 months.
	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.
Maintenance security ²	Might be required in the amount of 2% of total contract amount in form of a letter of bank guarantee.
	(a) Seven days before the end of Defect Liability Period, UNDP will organize the site inspection and if the works are in line with the contract requirements, UNDP will Issue a Satisfactory Certificate of Inspection and will return to the Contractor the Performance Security in exchange of a Maintenance Security.
	UNDP will return to the Contractor the Performance Security after the Contractor furnishes to the UNDP a Maintenance Guarantee in an amount equal to (2%) of the Contract Price to be valid until the end of the Warranty Period (four (4) years since final completion of works);
	(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;
	(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.
All documentations, including catalogues, instructions and operating manuals, shall be in these languages	English or Romanian

 $^{^{\}rm 2}$ 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 180 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.

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 Ba	nk
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: Name: Title: Date: Signature: Name: Title: Date: SIGNATURE AND SEAL OF THE GUARANTOR BANK Signature: Name: Title: Date: Signature: Name: [Stamp with official stamp of the Bank]

38

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 A: BID CONFIRMATION

Please acknowledge receipt of this ITB by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

To: Insert name of contact person Email: Insert contact person's email - do not enter

secure bid email address

From: Insert name of bidder

Subject ITB reference Click or tap here to enter text.

Check the appropriate box	Description		
	YES, we intend to submit a bid.		
	NO . We are unable to submit a competitive offer for the requested goods/works/services at the moment		

If you selected NO above, please state the reason(s) below:

Check applicable	Description
	The requested goods/services are not within our range of supply
	We are unable to submit a competitive offer for the requested products at the moment
	The requested products are not available at the moment
	We cannot meet the requested specifications
	We cannot offer the requested type of packing
	We can only offer FCA prices
	The information provided for bidding purposes is insufficient
	Your ITB is too complicated
	Insufficient time is allowed to prepare a bid
	We cannot meet the delivery requirements
	We cannot adhere to your terms and conditions e.g. payment terms, request for
<u> </u>	performance security, etc Please provide details below.
	Sustainability criteria/requirements are too stringent (if applicable)
	We do not export
	We do not sell to the UN
	Your volume is too small and does not meet our order quantity
	Our production capacity is currently full
	We are closed during the holiday season
	We had to give priority to other clients' requests
	We do not sell directly but through distributors
	We have no after-sales service available
	The person handling the bids is away from the office
	Other (please provide reasons below):
Further information: Clic	ck or tap here to enter text.
	We would like to receive future ITBs for this type of goods
	We don't want to receive ITBs for this type of goods

Questions to the bidder concerning the reasons for NO BID should be addressed to Click or tap here to enter text. phone Click or tap here to enter number., email Click or tap here to enter text..

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	
Form D: Bidder Information	
Form E: Joint Venture/Consortium/Association Information	
Form F: Eligibility and Qualification	
Form G: Technical Bid/Bill of Quantities	
 From I: Bid Security [scanned copy included in online submission and origin submitted not later than 10 (ten) days after the submission deadline at the addre- indicated in Section 3 above] 	
Have you provided the required documents to establish compliance with the evaluatio criteria in Section 4?	
Have you provided the required documents in support of Form D: Bidder Information	? 🗆
Price Schedule:	·
 Form H: Price Schedule [including Bills of Quantities (as per Annex 1), stamped to a certified cost estimation specialist] 	D

FORM C: BID SUBMISSION

Name of bidder:	Click or tap here to enter text.		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	
		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.
		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.
		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.
		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.
		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.
		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.
		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);

Yes	No	
		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.
		Bid Validity Period: I/We confirm that this bid, including the price, remains open for acceptance for the bid validity period.
		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.
		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.

[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?	☐ Yes ☐ 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?	☐ Yes ☐ 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):			
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	Tick all that apply and provide supporting documentation.			
management system such as ISO 14001 or	☐ Corporate Environmental Policy			
ISO 14064 or equivalent?	☐ ISO 14001			
	☐ ISO 14064			
	☐ Other, specify Click or tap here to enter text.			
Does your organization demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?	Attach a formal statement that outlines your organisation's commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as: Tick all that are attached:			
Environmental: prevention of	☐ Formal statement			
pollution, sustainable resources;	☐ Sustainability report			
climate change and mitigation and the protection of the environment,	☐ UN Global Compact Communication on Progress			
biodiversity.	☐ Other, specify Click or tap here to enter text.			
 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. 				
Does your company belong to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other?	Click or tap here to enter text.			
(If yes, please provide details and documentation]				
Is your company a member of the UN	Choose an item.			
Global Compact	If yes, please provide a link to your Global Compact profile:			
	Click or tap here to enter text.			
Bank Information	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.			
Contact person that Click or tap here to	Name and Title: Click or tap here to enter text.			
enter text. may contact for requests for	Telephone numbers: Click or tap here to enter text.			
clarifications during bid evaluation	Email: Click or tap here to enter text.			
Please attach the following documents:	 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 (in the area of manufacturing and mounting of aluminium façade carpentry for civil building for at least 1,000 m2 of façade surface) within the last 5 years, indicating the Beneficiary name and contact details, scope of executed works, contract amount and period of contract execution
- 3 final commissioning reports of similar works (in the area of manufacturing and mounting of aluminium façade carpentry for civil building for at least 1,000 m2 of façade surface) (for local bidders), or any other prove of successful completion of works on the site (for international bidders), for the sites presented as similar experience (as required in Section 4)
- At least 3 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)
- Preventive resistance calculation to prove that the aluminium profile, windows, hardware, doors, windows, etc. correspond to the requirements set out in this ITB and fall within the maximum or minimum dimensions and characteristics admissible for them.
- Certificates of conformity of the materials (profiles, glasses, waterproofing, barriers, windows/doors fittings, gaskets etc)
- Copy of ISO 9000 certification of the manufacturer of aluminium profiles
- 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, attestation in

- accordance with Moldovan construction legislation) (as required in Section 4).
- 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). The company shall have its own/rented assembly shop for aluminium façade carpentry.
- 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
- 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)
 - 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 (ten) days after the submission deadline from tender deadline at the address indicated in Section 3

47

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

Name	e of bidder:	Click or tap here to	enter text.		Date:	Click or	tap to en	ter a date.
ITB re	eference:	Click or tap here to	enter text.					
To be o	Name of Part	eturned with your bid if ner and contact infor bers, fax numbers, e-m	mation (address,		oportio	n of resp	onsibilitie	es (in %)
1	Click or tap her	re to enter text.		Click or tap h	ere to e	nter text.		
2	Click or tap her	re to enter text.		Click or tap h	ere to e	nter text.		
3	Click or tap her	re to enter text.		Click or tap h	ere to e	nter text.		
Assoc the e	ciation during th	d the JV, Consortium, e ITB process and, in t is awarded, during	Click or tap here	e to enter text.				
structu	ire of and the co	py of the below refere nfirmation of joint and rm a joint venture <i>OR</i>	severable liability	of the member	s of the	said joint		
	•	nt if the contract is awa ble to Click or tap here	•					
Name	Name of partner:			Name of partner:				
Signature:			Sigr	Signature:				
Date:			Dat	e:				_
Name	e of partner:		Nar ——	ne of partner:				
Signa	Signature:			Signature:				

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

□No non-pe	□No non-performing contracts during the last 3 years				
☐ Contract(s) not performed ir	the last 3 years			
Year	Non- performe portion of contra		Total Contract Amount (current value in US\$)		
		Name of Client: Address of Client: Reason(s) for non-performance:			

Litigation History (including pending litigation)

☐ No litigat	☐ No litigation history for the last 3 years						
☐ Litigation	History as indicated b	elow					
Year of	Amount in dispute	Contract Identification	Total Contract Amount (state				
dispute	(state currency)		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 Assignment	& of	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.					
\square Attached are the Statements of Satisfactory Performance from the Top 3 (three) 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 (USD)
	Year 2020	Currency	Amount (USD)
	Year 2019	Currency	Amount (USD)
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
	Information from	Balance Sheet	
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Information from	Income Statement	
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 statements for partial periods shall be accepted.	oN .k

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 Supply, Technical Specifications, and Related Services

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

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

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

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

In case of subcontracting, provide the following information:

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

\square 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

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

Technical Responsiveness Table

Bidders shall provide all the applicable technical data of the materials proposed to demonstrate compliance with technical specifications included in Section 5: Schedule of Requirements; failing to do so may result in the bid being rejected. Corresponding documentation shall form part of the bidder's offer. You may also provide brochures for the offered equipment, in case available.

			Bidder's response	е	
		Compliance with technical			
		specifications		Technical	
	Technical parameters/characteristics for proposed		No, we	Compliance	
No.	materials as listed in Section 5: Schedule of Requirements	Yes, we	cannot	(indicate	
	Section 5. Schedule of Requirements	comply	comply	details of proposed	
			(indicate	materials)	
			discrepancies)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	Characteristics of aluminum p	rofile system			
1	The type (name) of profile proposed, according to the				
	manufacturer's catalog				
2	Manufacturer				
3	Manufacturer holds ISO 9000 certificate				
4	Composites of materials for profile (AlMgSiF22 or others)				
5	Thermal insulation of curtain walls				
6	Stopping heat thickness				
7	Soundproofing				
8	Water tightness				
9	Air tightness				
10	Resilience to wind loads				
11	Resilience to impact				
12	Sizes of transversal section of interior profiles				
13	Size of the external profile cover				
14	Thickness of the windowpane				
15	Color of the profile				
16	Type of paint				
17	Modality of paint				
Characteristics for the double-glazed windowpane for the curtain-type walls, and incorporated windows					
1	Number of glasses				
2	Type and thickness of exterior glass				
3	Type and thickness of middle glass				
4	Type and thickness of exterior glass				

Е	Town of folion if any (incide on on the plane)				
5	Type of folies if any (inside or on the glasses) Dimension of the thickness of the free space between the				
6	glasses				
7	Type of gas of the free space between the glasses, concentration				
8	Light transmission				
9	External light reflectance value				
10	Internal light reflectance value				
11	Thermal transmission coefficient				
12	Transmittance				
13	External energy reflection				
14	Internal energy reflection				
15	Absorption A1				
16	Absorption A2				
17	ANTI-Intrusion security level				
18	Type of gaskets				
	Characteristics of incorporated windows from	m aluminum pro	ofile system		
1	The type (name) of profile proposed, according to the manufacturer's catalog				
2	Manufacturer				
3	The manufacturer holds ISO 9000 certificate				
4	Composits of materials for profile (AIMgSiF22 others)				
5	Thermal insulation of window frame + sash				
6	Stopping heat thickness				
7	Soundproofing				
8	Window water tightness				
9	Window air tightness				
10	Resilience to wind loads				
11	Resilience to impact				
12	Frame – mounting depth				
13	Window sash – mounting depth				
14	Frame insulator thickness				
15	Sash insulator thickness				
16	Number and type of opening mood				
17	Number of open-close cycles resistance of the fittings				
18	Type of closing – opening mechanism				
19	Type of hingens				
20	Type of latch handle				
21	Type of gaskets				
22	Existence of the mechanism for locking the rotational				
22	movement				
23	Color of the profile				
24	Type of paint				
25	Modality of paint				
	Characteristics of incorporated doors from aluminum profile system				
Characteristics of incorporated windows from aluminum profile system					
1	The type (name) of profile proposed, according to the manufacturer's catalog				

2	Manufacturer			
3	The manufacturer holds ISO 9000 certificate			
4	Composits of materials for profile (AlMgSiF22 others)			
5	Thermal insulation of door+ frame			
6	Stopping heat thickness			
7	Soundproofing			
8	Door water tightness			
9	Door air tightness			
10	Resilience to wind loads			
11	Resilience to impact			
12	Frame – mounting depth			
13	Door sash – mounting depth			
14	Threshold for brush sealing escape routes			
	Number of open-close cycles resistance of the fittings			
15	minim 1 000 000			
16	Type of closing – opening mechanism			
17	Type of hingens			
18	Type of internal handle			
19	Type of external handle			
20	Type of gaskets			
21	Type of shock absorber			
22	Color of the profile			
23	Type of paint			
24	Modality of paint			
	Characteristics for the double glazed windowpa	ne for the incor	porated doors	
1	Number of glasses			
2	Type and thickness of exterior glass			
3	Type and thickness of exterior glass			
4	Type of folies if any (inside or on the glasses)			
5	Dimension of the thickness of the free space between the			
<u> </u>	glasses			
6	Type of gas of the free space between the glasses, concentration			
7	Light transmission			
8	External light reflectance value			
9	Internal light reflectance value			
10	Thermal transmission coefficient			
11	Transmittance			
12	External energy reflection			
13	Internal energy reflection			
14	Absorption A1			
15	Absorption A2			
16	ANTI-Intrusion security level			
17	Type of gaskets			
	17pc of Business	<u> </u>	<u> </u>	<u> </u>

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]
-1 /	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
Education/ Qualifications	[Insert]
Professional certifications	 [Provide details of professional certifications relevant to the scope of goods and/or services] Name of institution: [Insert] Date of certification: [Insert]
Employment Record/ Experience	[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.]
	[Insert]
	[Provide names, addresses, phone and email contact information for two (2) references]
References	Reference 1: [Insert]
	Reference 2: [Insert]

, 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 USD (VAT 0%)
	Chapters	
1	Carpentry mounting (as per BOQ no. 2-1-5)	
2	Other costs (please specify if applicable) *	
	TOTAL and All-inclusive PRICE (VAT 0%)	

^{*}In case there are no other costs to be included, please specify 0 value in "Other costs (please specify if applicable)" line in the table above, while the price of 0.01 USD is to be indicated in the section "Lines" of Quantum tender system. In such a situation, the exact Contract price will be corrected during the contract negotiation with the winner.

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

Name	•
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		
	[Stamp with official stamp of the Bank]	