

# INVITATION TO BID

Construction of the Boiler shop and heating system at the Community Centre in Carmanova village (on the left bank of the Nistru river)

Support to Confidence Building Measures Programme Community Development Project

Republic of Moldova



This project is funded by  
the European Union



*Empowered lives.  
Resilient nations.*

United Nations Development Programme  
November 2017

## Section 1. Letter of Invitation

Chisinau, Republic of Moldova  
08 November 2017

Ref. no.: ItB17/01636

**Subject: SCBM/ Construction of the Boiler shop and heating system at the Community Centre in Carmanova village (on the left bank of the Nistru river)**

Dear Sir / Madam:

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

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Bid Security
- Section 9 – Form for Performance Security [NOT APPLICABLE]
- Section 10 – Form for Advanced Payment Guarantee [IF THE CASE, according to instructions of p.12 of Section 2 Data Sheet]
- Section 11 – Contract to be Signed, including General Terms and Conditions

Your offer, comprising of a Technical Bid and Price Schedule should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme in Moldova  
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova  
Email: [sc.md@undp.org](mailto:sc.md@undp.org)  
Attention: Procurement Unit

The letter should be received by UNDP no later than Close of Business, 21 November 2017. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Yours sincerely,

Ira Cebotari,  
ARR Operations,  
UNDP Moldova

## Section 2: Instruction to Bidders

### Definitions

- a) "*Bid*" refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) "*Bidder*" refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) "*Contract*" refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) "*Country*" refers to the country indicated in the Data Sheet.
- e) "*Data Sheet*" refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) "*Day*" refers to calendar day.
- g) "*Goods*" refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) "*Government*" refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) "*Instructions to Bidders*" refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) "*ITB*" refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) "*LOI*" (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) "*Material Deviation*" refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) "*Schedule of Requirements and Technical Specifications*" refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

- n) "Services" refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) "Supplemental Information to the ITB" refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

## A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
  - 5.3 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 what is potentially a conflict of interest, Bidders

must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid :

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

- 7. 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
- 8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## B. CONTENTS OF BID

### 9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.1 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8). A scanned copy of this document must be attached with your proposal in the system and the original must be sent by mail. Original must arrive no later than [insert date and time];
- 9.5 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

### 10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond by uploading the document with the responses in the system (including an explanation of the query but without identifying the source of inquiry). After which, all Proposers who have accepted in the Invitation will be automatically alerted that such a clarification has been posted online.
- 10.2 UNDP shall endeavor to provide such 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 Bid, unless UNDP deems that such an extension is justified and necessary.

#### **11. Amendment of Bid**

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB that will be uploaded in the system and made available to all Invited Bidders. All prospective Bidders (Bidders who have “accepted the Bid Invitation” in the system) will be notified in writing that changes have occurred. through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

### **C. PREPARATION OF BID**

#### **12. Cost**

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

#### **13. 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 the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

#### **14. Bid Submission Form**

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

#### **15. Technical Bid Format and Content**

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer

of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All bidders are therefore required to submit the following in their bids :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
  - b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
  - c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

## 16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Bid Event**). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Bid Event**, then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

## 18. Documents Establishing the Eligibility and Qualifications of the Bidder

- 18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:
  - a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
  - b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
  - c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.



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

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

### **19. Joint Venture, Consortium or Association**

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

## 20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. 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.

## 21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

## 22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be uploaded on the system. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

## D. SUBMISSION AND OPENING OF BID

### 23. Submission

23.1 The Technical Bid and all other documents required online in the eTendering system. Bids submitted in any other form will not be accepted unless explicitly authorized by UNDP in advance.

23.2 In the unlikely and exceptional event that the Bidder encounter technical problems when submitting the proposal in the system, then the Bid can be sent via email as instructions in Data Sheet (DSNo. Xx). Bidders are however strongly advised to undertake all necessary efforts, including requesting support from UNDP, to submit the Bid through the online system. In all cases, email submissions must be authorized and accepted by UNDP prior to the submission deadline indicated. *Bids submitted via email which **does not have prior authorization** by UNDP will not be accepted.*

- 23.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

#### **24. Withdrawal, Substitution, and Modification of Bid**

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by cancelling or editing their bid in the system

#### **25. Confidentiality**

Information relating to the examination, evaluation, and comparison of Bid, 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 to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

### **E. EVALUATION OF BID**

#### **26. Preliminary Examination of Bid**

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

#### **27. Evaluation of Bid**

- 29.1 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- 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 any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

## **28. Clarification of Bid**

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

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 Bid.

## **29. Responsiveness of Bid**

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

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.

## **30. Nonconformities, Reparable Errors and Omissions**

30.3 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.

30.4 In the event when Provided that the Bid is substantially responsive, the system automatically

calculates the final bid prices by multiplying the unit price by the quantity.

30.5 The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed:

30.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

## **F. AWARD OF CONTRACT**

### **31. Right to Accept, Reject, or Render Non-Responsive Any or All Bid**

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/))

### **32. Award Criteria**

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

### **33. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related 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.

### **34. 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 of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall 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 Bidder with the second highest rated Bid, or call for new Bid.

### **35. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

### **36. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **37. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/procurement/protest.shtml>

## Instructions to Bidders

### DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	SCBM Programme / Community & Infrastructure Development
2		Title of Goods/Services/Work Required:	<b>SCBM/ Construction of the Boiler shop and heating system at the Community Centre in Carmanova village (on the left bank of the Nistru river)</b>
3		Country:	Moldova, Republic of
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian or Russian
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-Bid conference will be held on:	<p>Time: <b>14:00 (Moldova local time)</b>  Date: <b>11/16/2017</b>  Venue: "Le Roi" Business Centre, #29, Sfatul Tarii Street, Conference Room 2nd floor, MD-2012 Chisinau, Moldova.</p> <p>The UNDP focal point for the arrangement is:  Liliana CATEROV, Procurement &amp; Contracts Associate  Address: "Le Roi" Business Centre, #29, Sfatul Tarii Street, room 302, MD-2012 Chisinau, Moldova  Telephone: +373 (0) 22 839 870  Facsimile: +373 (0) 22 839 869  E-mail: liliana.caterov@undp.org  <b>Please, confirm your participation by COB on Wednesday, 15 November 2017</b></p>
8	C.21.1	Period of Bid Validity	<input checked="" type="checkbox"/> 120 days

		commencing on the submission date	
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Required Amount: 3.500 US\$ Form: Bank Guarantee
10	B.9.5	Acceptable forms of Bid Security	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template)
11	B.9.5 C.15.4 a)	Validity of Bid Security	150 days starting the date of the tender deadline.  Bid Security of unsuccessful Bidders shall be returned.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Allowed up to a maximum of 20% of contract <sup>1</sup>
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.15% Max. no. of days of delay :60 Next course of action: after which UNDP may terminate the contract
14	F.37	Performance Security	<input checked="" type="checkbox"/> Required Amount :10% out of the amount of each acceptance note on works done Form: will be retained until successful completion of works proved by the signed Report of Final commissioning, after which the transfer of funds will be made
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)  <i>Reference date for determining UN Operational Exchange Rate: 28 November 2017</i>  <i>For reference please access</i> <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	3 days before the deadline for submitting Bids
17	B.10.1	Contact Details for submitting clarifications/questions <sup>2</sup>	Focal Person in UNDP: <i>Andrei VASILACHI, Project Officer/Civil Engineer, SCBM</i>

<sup>1</sup> If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

<sup>2</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are



			<p><i>Programme</i>  Address: "Le Roi" Business Centre, 29, Sfatul Tarii Street, 3<sup>rd</sup> floor, room 301C, MD-2012 Chisinau, Moldova  E-mail address dedicated for this purpose:  <a href="mailto:andrei.vasilachi@undp.org">andrei.vasilachi@undp.org</a></p>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidders by email or fax, and Posting on the websites <a href="http://www.undp.md/tenders/index.shtml">http://www.undp.md/tenders/index.shtml</a> <a href="http://procurement-notice.undp.org/">http://procurement-notice.undp.org/</a> <a href="http://www.ungm.org/">http://www.ungm.org/</a>
19	C.21.1 D.24	Deadline of Bid Submission	Original: 1 Copies: 1
20	D.23.1 b) D.23.2 D.24	Bid submission address	UNDP Moldova #131, 31 August 1989 Street MD-2012 Chisinau Republic of Moldova Attention: Registry Office/Procurement
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: <b>28 November 2017, 15:00 (Moldova local time)</b>
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid <sup>3</sup>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: <a href="mailto:tenders-Moldova@undp.org">tenders-Moldova@undp.org</a> <input checked="" type="checkbox"/> Format: PDF files only, password protected <input checked="" type="checkbox"/> Password <b>must</b> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 below <input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB <input checked="" type="checkbox"/> Max. No. of transmission: 5 (five) <input checked="" type="checkbox"/> No. of copies to be transmitted: 1 (one) <input checked="" type="checkbox"/> Mandatory subject of email: " <b>ITB17/01636: Carmanova Community Centre</b> " <input checked="" type="checkbox"/> Time Zone to be Recognized: Moldova (GMT+2:00)
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: <b>28 November 2017, 15:00 (Moldova local time)</b> Venue: <b>UN House, #131, 31 August 1989 Street, Conference Room, MD-2012 Chisinau, Moldova.</b>

UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

<sup>3</sup> If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

25		Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Tax 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 <input checked="" type="checkbox"/> Certificate of Registration of the business, including List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation <input checked="" type="checkbox"/> Copy of License for provision of construction services, including Annex <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (availability of ISO2001 etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any. For local companies: the quality manual, full copy, including the Contract with laboratory, or the State Inspection Notice for participation in the tender available on the date of bid submission. <input checked="" type="checkbox"/> 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.), in its business practices <input checked="" type="checkbox"/> Acceptance Note of works executed (Final Commissioning Reports for local companies) submitted for each of 3 project sites presented as similar experience (as listed in point 32 below) including the contract value (in case it is not mentioned in the Note/Report, please, attach Contract or other document to prove the value of the project site). Contracts without Acceptance Notes (Final Commissioning Reports for local companies) cannot serve prove of similar experience. <input checked="" type="checkbox"/> Latest Financial Statement (Income Statement and Balance Sheet) for the past two (2) years <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the top two (2) clients in terms of Contract Value in the past one (1) year (non-dated Statements will not be considered)

			<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Written declaration regarding warranty period on works and materials used</li> <li><input checked="" type="checkbox"/> Written declaration regarding any past and current litigation during the last five (5) years (in which the bidder is/was involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded) or lack of such (if the case)</li> <li><input checked="" type="checkbox"/> Confirmation Letter (as per template in Section 12) about the inclusion in the financial offer of all direct and indirect costs, all local taxes from the left bank of Nistru river</li> </ul> <p style="text-align: center;"><b>Companies intending to subcontract any works which will exceed 30% of the offered amount and/or Companies intending to subcontract special works on networks (electricity, water &amp; sewerage, heating &amp; ventilation, low voltage networks and gas) shall additionally present:</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Subcontractor's Certificate of Registration of the business;</li> <li><input checked="" type="checkbox"/> Copy of License for provision of services, including Annex;</li> <li><input checked="" type="checkbox"/> Contract (or Statement of intention) for subcontracting of services/works indicating the ratio of services/works to be made by the Subcontractor out of the total volume of works;</li> <li><input checked="" type="checkbox"/> Prove of similar experience (in terms of services/works to be executed) confirmed by at least two (2) Acceptance Notes of works executed (Final Commissioning Reports).</li> </ul>
27		Other documents that may be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Bid Submission Form (as per Section 4);</li> <li><input checked="" type="checkbox"/> Bid Security (as per Section 8);</li> <li><input checked="" type="checkbox"/> List of qualified key personnel, together with CVs and professional certificates* (valid at the date of presentation);</li> <li><input checked="" type="checkbox"/> List of the personnel which will be involved in the reconstruction works, and a written declaration of coverage for social and medical insurance of the proposed staff;</li> <li><input checked="" type="checkbox"/> List of specialized equipment, containing information about the model and year of manufacture of each item (Bidders shall indicate whether the equipment is their own or rented):</li> </ul>

			<ul style="list-style-type: none"> <li>– for transportation and specialized equipment confirm the rights of ownership or contract of lease (if borrowed) and availability of the functioning permit in line with national legislation;</li> <li>– for metrological equipment and measurement/control units provide metrological certificate confirming their functional status;</li> </ul> <p><input checked="" type="checkbox"/> List of completed and/or ongoing contracts for similar construction sites (in terms of works and volumes required in the BoQ) undertaken within the past five (5) years, indicating beneficiary (including contact details), contract amount and period of execution;</p> <p><input checked="" type="checkbox"/> Chart for execution of works (Work Time Schedule) for example GANTT;</p> <p><input checked="" type="checkbox"/> Duly filled-in Price Schedule (as per Section 7), <u>dully signed and stamped by the legal entity submitting bid;</u></p> <p><input checked="" type="checkbox"/> Respective Bills of Quantities (as per Annexes 1) (F7) <u>dully stamped by the certified cost estimation specialist;</u></p> <p><input checked="" type="checkbox"/> Duly filled-in Unit Price Catalogue (F5) <u>dully stamped by the certified cost estimation specialist;</u></p> <p><input checked="" type="checkbox"/> Duly filled-in Resource Schedule (F3) <u>dully stamped by the certified cost estimation specialist</u></p> <p>*) for legal entities originated from the left bank of Nistru the certification of specialists shall be confirmed by presenting the copies of graduation certificate and employment history book.</p>
29	C.15.2	Latest Expected date for commencement of Contract	20 December 2017  UNDP reserves the right to vary the quantity for some works in the allowed limit of +/- 25%.
30	C.15.2	Maximum Expected duration of contract	6 months
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Bidder only
32	F.34	Criteria for the Award and Evaluation of Bid	<p><b><u>Award Criteria</u></b></p> <p><input checked="" type="checkbox"/> Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications</p> <p><input checked="" type="checkbox"/> Compliance on the Bid Evaluation Criteria (qualification requirements) listed below</p> <p><input checked="" type="checkbox"/> Out of technically qualified and responsive Bids, the Contract shall be awarded to the lowest priced</p>

			<p><b><u>Bid Evaluation Criteria</u></b></p> <ul style="list-style-type: none"> <li>☒ Minimum five (5) years of experience in similar contracts (in terms of works and quantities required under BoQ).</li> <li>☒ Average turnover for the past three (3) years shall not be below 350,000 US\$ (in case of consortium applicable for lead company only);</li> <li>☒ Minimum 3 (three) similar construction sites (in terms of works and quantities required under BoQ) undertaken in Transnistria region in over the past 5 (five) years (in case of consortium applicable for both lead and partner companies). The value of each construction site presented as similar experience shall not be less than 100,000 US\$;</li> <li>☒ Full compliance of Bid to the Technical Requirements set in the Bill of Quantities (according to Annex 1);</li> <li>☒ Warranty on works and materials minimum three (3) years;</li> <li>☒ Demonstrated capacity to implement all activities, including commissioning within maximum 120 calendar days;</li> <li>☒ Sufficient human resources capability to qualitatively and timely execute the works – minimum key-personnel: <ul style="list-style-type: none"> <li>(1) One (1) certified* construction foreman;</li> <li>(2) One (1) certified* electrician;</li> <li>(3) One (1) certified* water and sewage specialists;</li> <li>(4) One (1) certified* heating and ventilation specialist</li> <li>(5) One (1) certified* gas specialist.</li> </ul> </li> </ul> <p style="margin-left: 40px;">*) for legal entities originated from the left bank of Nistru the certification of specialists shall be confirmed by presenting the copies of graduation certificate and employment history book.</p> <p><b><u>Will serve grounds for disqualification:</u></b></p> <ul style="list-style-type: none"> <li>☒ Failure to submit one of the following documents: <ul style="list-style-type: none"> <li>• Bid Security in the required amount and validity period (as per point 9 above);</li> <li>• Duly filled-in Price Schedule (as per Section 7);</li> <li>• Duly filled-in Bills of Quantities (F7), including Unit Price Catalogue (F5) and Resource Schedule (F3);</li> <li>• Acceptance Note of works executed (Final Commissioning Reports applicable for national companies) submitted for each of 3 construction sites presented as similar experience (as listed in point 32 above) including the contract value (in case it is not mentioned in the Note/Report, please, attach Contract or Minutes of the reception of</li> </ul> </li> </ul>
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			<p>works). <u>Contracts without Acceptance Notes (Final Commissioning Reports for local companies) cannot serve prove of similar experience.</u></p> <p><input checked="" type="checkbox"/> In case, the following changes will be identified in the submitted Bills of Quantities:</p> <ul style="list-style-type: none"> <li>• Changes in codes for works required*;</li> <li>• Changes in the volume of works required*;</li> <li>• Changes in the volumes of resources in the norms of materials, manpower and tools*;</li> <li>• Changes in coefficient for norms*;</li> <li>• Proposing the manpower remuneration below the medium required by the National Legislation in force (besides the situation when a respective proof from relevant authorities is obtained and presented, according to INFORMATION No. 864 of 12.05.2017 on determining the value of construction objects since May 1, 2017 - p. 2 <a href="http://lex.justice.md/index.php?action=view&amp;view=doc&amp;lang=1&amp;id=364917">http://lex.justice.md/index.php?action=view&amp;view=doc&amp;lang=1&amp;id=364917</a> ).</li> </ul> <p>*) When developing BoQs, please be guided by the National Regulatory Framework in Construction as per NCM L.01.01-2012 and Regulation on the procurement of public works (<a href="http://lex.justice.md/index.php?action=view&amp;view=doc&amp;lang=1&amp;id=347161">http://lex.justice.md/index.php?action=view&amp;view=doc&amp;lang=1&amp;id=347161</a> <a href="http://mdrc.gov.md/public/files/NCM_L.01.01_PROIEC_T.pdf">http://mdrc.gov.md/public/files/NCM_L.01.01_PROIEC_T.pdf</a> <a href="http://lex.justice.md/md/295702/">http://lex.justice.md/md/295702/</a> ).</p>
33	E.29	Post qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p> <p><input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder.</p>
34		Conditions for Determining Contract Effectivity	<p><input checked="" type="checkbox"/> Signature by both parties</p>

35		Other Information Related to the ITB	Further information, instructions and/or amendments to the solicitation documents shall be published at the UNDP Moldova tenders website: <a href="http://www.undp.md/tenders/index.shtml">http://www.undp.md/tenders/index.shtml</a>
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## **Section 3a: Schedule of Requirements and Technical Specifications**

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### **1. Background Information**

The overall objective of the Support to Confidence Building Measures“ Programme (the SCBM Programme) is to contribute to an environment of trust and cooperation across the Nistru/Dniestr River generating new perspectives on shared interests and a shared future for people from both banks of the river while responding to their pressing development needs. The SCBM Programme represents a framework for engaging in development interventions across the security zone on both sides of the Nistru/Dniestr River, comprising a series of activities that strengthen, regularize and intensify interaction between otherwise divided societies, aiming to establish this interaction as a norm.

SCBM Programme consists of two main components: Business Development Project and Empowered Communities and infrastructure support Project.

Under the Empowered communities and infrastructure support Component, the SCBM Programme aims to address barriers to cooperation by building the trust and broadening opportunities for engaging a wide range of actors. At least 60 local actors will increase their capacities to promote sustainable and inclusive development, while 30 social infrastructure projects will be implemented in the security zone on both banks of the river, also promoting people-to-people contacts and cross-river exchanges. Projects will focus on the rehabilitation of key social institutions (such as education, health facilities), and improvements to critical physical infrastructure (such as transportation, water supply, sewage networks and waste management).

In order to ensure a tangible impact, the programme will provide support to medium-sized infrastructural projects. About 100,000 women and men are expected to directly benefit from the implementation of the programme.

Expected results from the above outlined activities are twofold. From one hand, they will contribute to the increase of the capacity of target communities to plan better in a more transparent, inclusive and accountable manner by involving most vulnerable members of their communities, considering people’ needs in local participation processes. From another hand, building in local ownership, will bring longer-term sustainability and community engagement in confidence building activities.

During June – July 2016 the SCBM Programme organized an open call for proposals. Based on conducted competitions, 5 Project Proposals were selected for implementation. The UNDP Moldova has developed necessary Bills of Quantities for the implementation of the proposed infrastructural projects.

### **2. Scope of Works**

UNDP seeks a company or consortium of companies which have demonstrated experience in undertaking civil works in Transnistria region. The scope of works is to carry out dismantling works, building of walls, replacement of windows and doors, internal finishing works, installation of heating and ventilation systems, installation of internal electrical system, installation of low voltage networks, installation of internal and external water supply and sewerage networks, installation of internal and external gas networks, preliminary



and final commissioning of a social infrastructural project situated in Carmanova village (left bank of Nistru river). Transportation of materials shall be the responsibility of Contractor. Residues formed as a result of civil works undertaken will be evacuated by the Contractor to authorized dumps.

Detailed technical specifications-and required works are described in Annexe 1 to the present Invitation to Bid.

The Contractor shall furnish all labour, materials, equipment, supplies, transportation, machinery, tools and travel necessary to perform this contract and execute all the works in accordance with local standards and requirements in constructions.

It is envisaged that the works include the following activities:

- **Construction works and installation of required equipment:** dismantling works, building of walls, replacement of windows and doors, internal finishing works, installation of heating and ventilation systems, installation of internal electrical system, installation of low voltage networks, installation of internal and external water supply and sewerage networks, installation of internal and external gas networks etc.
- **Commissioning** of all supplied systems, equipment, materials and construction works including making required performance test measurements.

The Contractor shall ensure that all construction and installation activities are implemented in accordance with the Bill of Quantities, local quality standards and requirements in constructions and are properly coordinated with representatives of building owners, local municipality, company which developed the Bill of Quantities exercising technical supervision role, and with UNDP Moldova representatives. Local authorities will assist the Contractor in obtaining and requesting approvals, as necessary.

### 3. Site

Item No.	Project's Name	Community/District	Contact Person
1	Construction of the Boiler shop and heating system at the Community Centre	Carmanova village	Natalia STOIAN, Director of Community Centre, tel: +00 373 210 71331 e-mail: <a href="mailto:dk_karmanovo@mail.ru">dk_karmanovo@mail.ru</a>

**Site visit:** Bidders are recommended to visit and examine the Site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract. Bidders should arrange site visits at their own cost and shall coordinate the site visits with the following contact person from UNDP: *Andrei VASILACHI, Project Officer/ Civil Engineer* ([andrei.vasilachi@undp.org](mailto:andrei.vasilachi@undp.org)), tel.: +373 22 839-872.

### 4. Management arrangements

The construction project will be monitored by the designated UNDP Engineer, which will carry out systematic monitoring site visits. Additionally, UNDP hired a Company which will undertake technical supervision to monitor daily construction activities.

## 5. Required Deliverables

The following is the list of required key deliverables.

**Deliverable 1:** Accomplishment of all construction works, supply and installation of all equipment within **100 calendar days** from Contract signature.

**Deliverable 2:** Preliminary Commissioning at the stage of works finishing within **115 calendar days** from contract signature.

**Deliverable 3:** Final Commissioning of construction works within **120 calendar days** from contract signature.

The overall term of execution of works in the Contract is spread over **120 calendar days**, effective from Contract signature date. The Contractor shall have all required tasks completed and approved by Engineer before/ by the last working day of the contract period.

## 6. Commissioning works

After all construction works are finished, the equipment is properly installed and tested, the preliminary and final commissioning committee shall be convened. The responsibility for the organization of commissioning committees belongs to beneficiary institution and designated technical supervisor. The responsibility of the contracted company is to provide all necessary documentation.

## 7. Warranty Period

The Warranty period shall commence upon the Take Over and last for a minimum of 3 (three) years.

## Section 3b: Related Services

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Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2010]	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP
Exact Address of Delivery/Installation Location	Please refer to Section 3a: Schedule of Requirements and Technical Specifications
Delivery Date	120 calendar days from the date the construction company was granted access to the construction site
Customs, if needed, clearing shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier <input type="checkbox"/> Freight Forwarder
Installation Requirements	All the reconstruction 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 Supplier
Technical Support Requirements	The contracted company will eliminate any infrastructure damages subject of quality guaranty in a maximum one month from the moment of written notification
Payment Terms ( <i>max. advanced payment is 20% of total price as per UNDP policy</i> )	<input checked="" type="checkbox"/> advanced payment will be paid upon signature of contract by both parties <input checked="" type="checkbox"/> installments will be paid upon written acceptance of works by UNDP
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Works by UNDP based on full compliance with requirements
After-sale services required	<input checked="" type="checkbox"/> Warranty on Works for a minimum period of 3 (three) years
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian or Russian

## Section 4: Bid Submission Form<sup>4</sup>

***(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)***

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[insert: Location]

[insert: Date]

To: UNDP Moldova  
#131, 31 August 1989 Street  
MD-2012 Chisinau, Republic of Moldova  
Attention: Registry Office/Procurement

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for ItB17/01636 SCBM/ Construction of the Boiler shop and heating system at the Community Centre of Carmanova village in accordance with your Invitation to Bid dated 18 July 2017. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for 120 days.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_

*[Please mark this letter with your corporate seal, if available]*

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<sup>4</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

## Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

### Bidder Information Form<sup>5</sup>

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: ITB17/01636

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet  <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered  <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>5</sup> The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

# Joint Venture Partner Information Form (if Registered)<sup>6</sup>

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *ITB17/01636*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any) : <a href="#">Click here to enter text.</a>		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. <a href="#">Click here to enter text.</a>		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

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<sup>6</sup> The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

## Section 6: Technical Bid Form<sup>7</sup>

**INSERT TITLE OF THE ITB**

<b>Name of Bidding Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Bid:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

**SECTION 1: EXPERTISE OF FIRM/ ORGANISATION**

*This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.*

**1.1 Brief Description of Bidder as an Entity:** Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

**1.2. Financial Capacity:** Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

**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*

<sup>7</sup> Technical Bids not submitted in this format may be rejected.

*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 specifications.*

**2.1. Scope of Supply:** Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

<b>Item No.</b>	<b>Description/ Specification of Goods</b>	<b>Source/ Manufacturer</b>	<b>Country of Origin</b>	<b>Qty</b>	<b>Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached)</b>

*A supporting document with full details may be annexed to this section*

**2.2. Technical Quality Assurance Mechanisms:** The bid shall also include details of the Bidder’s internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

**2.3. Reporting and Monitoring:** Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

**2.4. Subcontracting:** Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

**2.5. Risks / Mitigation Measures:** Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

**2.6 Implementation Timelines:** The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

**2.7. Partnerships (Optional):** Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

**2.8. Anti-Corruption Strategy (Optional):** Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

**2.9 Statement of Full Disclosure:** This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any.

**2.10 Other:** Any other comments or information regarding the bid and its implementation.



### SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

<b>Name:</b>		
<b>Role in Contract Implementation:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Relevant Work Experience:</b>		
<b>Language Skills:</b>		
<b>Education and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References (minimum of 3):</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
_____		
Signature of the Nominated Team Leader/Member		Date Signed

## Section 7: Price Schedule Form

The Bidder is required to prepare:

1. **Price Schedule;**
2. **Cost estimate** (see Annex 1).

All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.

The format shown on the following pages should be used in preparing the Price Schedule.

General Price Schedule:		
	Description of Activity/Item	Estimated amount in <u>USD, VAT</u> <u>exclusive</u>
<b>1</b>	<i>Construction of the Boiler shop and heating system at the Community Centre in Carmanova village (on the left bank of the Nistru river)</i>	
<b>TOTAL</b>		

Cost per chapters of works					
No	Chapter Title	Unit	Unit Price *	Quantity Required	Total Price per item
2-1-1	Architectural solutions	US\$		1	
2-1-2	Thermo-mechanic equipment	US\$		1	
2-1-3	Ventilation of the boiler shop	US\$		1	
2-1-4	Heating and ventilation	US\$		1	
2-1-5	Water supply and sewerage for the boiler shop	US\$		1	
2-1-6	Power and lighting electrical equipment	US\$		1	
2-1-7	Internal network of water supply and sewerage	US\$		1	
2-1-8	Internal networks for gas supply	US\$		1	
6-1-1	External network of water supply and sewerage	US\$		1	
6-1-2	External networks for gas supply	US\$		1	
<b>TOTAL</b>					

Signature and stamp of Bidder .....

## Section 8: FORM FOR BID SECURITY

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

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

WHEREAS *[name and address of Contractor]* (hereinafter called “the Bidder”) has submitted a Bid to UNDP dated [Click here to enter a date.](#), to deliver goods and execute related services for *ITB17/01636 SCBM/ Construction of the Boiler shop and heating system at the Community Centre in Carmanova village* (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 in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with UNDP’s variation of requirement, as per ITB Section F.35; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

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

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

This guarantee shall be valid until 30 days after the date of validity of the bids.

### **SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date .....

Name of Bank .....

Address .....

## Section 9: FORM FOR PERFORMANCE SECURITY<sup>8</sup>

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

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

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

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

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

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

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

### **SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date .....

Name of Bank .....

Address .....

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<sup>8</sup> *If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template*

## Section 10: Form for Advanced Payment Guarantee<sup>9</sup>

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

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\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]  
**Beneficiary:** \_\_\_\_\_ [Name and Address of UNDP]  
**Date:** \_\_\_\_\_  
**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of ITB requirements] (hereinafter called "the Contract").

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

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])<sup>10</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

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

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

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

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

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

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<sup>9</sup> This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

<sup>10</sup> The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

## Section 11: Contract

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### MODEL CONTRACT FOR WORKS

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_ [INSERT PROJECT NUMBER AND TITLE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of \_\_\_\_\_ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform \_\_\_\_\_ [INSERT SUMMARY DESCRIPTION OF THE WORKS] (hereinafter referred to as the "Works"), in accordance with the following Contract:

#### 1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, \_\_\_\_\_ [INSERT REVISION NUMBER AND DATE FROM THE CONTRACTS DOCUMENTS LIBRARY], attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this letter;
  - b) the Technical Specifications and Drawings [ref. ....dated.....], attached hereto as Annex II;
  - c) the Contractor's Tender \_\_\_\_\_ [IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT: including the Priced Bill of Quantities] [ref....., dated .....], as clarified by the agreed minutes of the negotiation meeting<sup>11</sup> [dated.....], not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

#### 2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within \_\_\_ [INSERT NUMBER OF DAYS] days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by .././.... [INSERT DATE], in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to

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<sup>11</sup> If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Technical Specifications/Drawings, as appropriate.

that end.

- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by .././.... **[INSERT DATE]**.
- 2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

### **3. Price and payment**

- 3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 The final price of the Contract will be determined on the basis of the 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.
- 3.4 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.
- 3.5 The Contractor shall submit an invoice for \_\_\_\_\_ **[INSERT AMOUNT AND CURRENCY OF THE 1st TRANCHE IN FIGURES & WORDS]** upon submission and approval of the detailed Programme of Works and Act of transfer of the project site, invoices for the work performed and materials utilized every 20 to 30 days and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the UNDP Engineer.<sup>12</sup>
- 3.6 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 amount so corrected. 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.
- 3.7 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.
- 3.8 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

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<sup>12</sup> In the case of advance payments, the amount should not exceed 15%.

3.9 All funds paid to the Contractor for works performed under this contract are carried out under the EU funded technical assistance Programme "Support to Confidence Building Measures" implemented by UNDP.

3.10 All the financial facilities and exemptions received from authorities, from which the Contractor will benefit in order to perform works under the present contract shall remain the property of UNDP and shall be used for other tasks established by UNDP under the purpose of the present contract.

**4. Special conditions<sup>13</sup>**

4.1 The amounts of the payments referred to under section 3.1 above shall be subject to a deduction of **10 % (ten percent)** of the amount accepted for payment. The total amount of deduction cumulated upon completion of works will be paid to the Contractor after 30 (thirty) days from the date when the Final Commissioning Report was signed and transmitted to UNDP and issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

4.2 The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.

4.3 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be **0.15%** of the price of the Contract per week of delay, up to a maximum of 60 days, after which UNDP may terminate the contract.

**5. Submission of invoices**

5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.

5.2 Invoices submitted by fax shall not be accepted by UNDP.

**6. Time and manner of payment**

6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ **[NAME OF THE BANK]**

\_\_\_\_\_ **[ACCOUNT NUMBER]**

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<sup>13</sup> Under this Section, the Programme Officer may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted.



\_\_\_\_\_ [ADDRESS OF THE BANK]

**7. Modifications**

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

**8. Notifications**

8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

\_\_\_\_\_ [INSERT NAME OF RR OR DIVISION CHIEF]

Chief  
United Nations Development Programme

Ref. \_\_\_\_/\_\_\_\_/\_\_\_\_ [INSERT CONTRACT REFERENCE & NUMBER]

Telex: \_\_\_\_\_

Fax: \_\_\_\_\_

Cable: \_\_\_\_\_

**For the Contractor:**

\_\_\_\_\_  
[Insert Name, Address and Telex,  
Fax and Cable Numbers]

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

\_\_\_\_\_  
[Insert Name, Address and Telex,  
Fax and Cable Numbers of the Engineer]

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME OF RR or Bureau/Division Director]

For [Insert name of the company/organization]

Agreed and Accepted:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Section 12: CONFIRMATION LETTER

*(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)*

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To: UNDP

Dear Sir/Madam:

WHEREAS [*name and address of Contractor*] (hereinafter called “the Bidder”) confirms that the financial bid (Section 7: Price Schedule Form) submitted to UNDP under the ***ITB17/01636: Construction of the Boiler shop and heating system at the Community Centre in Carmanova village***, includes all direct and indirect costs, including all local taxes from the left bank of Nistru River.

### SIGNATURE AND SEAL OF THE BIDDER

Date:

Address: