

**Minutes of the Pre-Bidding Conference for  
ITB18/01667 Reconstruction of National Coordination Centre for Integrated Actions of Public Order  
(Crisis Centre) - MIA Project**

**6 February 2017, 11:00**

“Le Roi” Business Centre, #29, Sfatul Tarii Street, 3rd floor, room 305, Chisinau, Moldova.

**Ref. no: ITB18/01667**

**Agenda:**

- I. Presentation and description of procedures
- II. Questions and answers

**Presentation and description of procedures**

The Pre-bidding conference was opened by Mr. Viorel Albu, MIA Project Manager, who introduced the members of UNDP project team, Mrs. Olga Driga, Procurement Associate at UNDP CO, Mr. Andrei Vasilachi and Mr. Victor Lucasenco, UNDP Engineers, and Mr. Ion Corsan from BIM-TECH Solution SRL – technical designing company, and welcomed the representatives of 6 (six) interested companies all present at the meeting and passed through the agenda of the event.

Further, he made a short presentation of the project “Strengthening capacities of the Ministry of Internal Affairs and its internal subdivisions for the effective implementation of the sector reform agenda” (MIA Project) and explained the connection of the present tender with the project objective. As part of MIA Project objective, UNDP intends to support the Ministry in the reconstruction of the premises of the **National Coordination Centre for Integrated Actions of Public Order** as per the Terms of Reference (ToR) of the given ITB. Mr. Albu underlined the high importance of this premises for MIA’s activity and the necessity to finalize reconstruction works by the end of July 2018.

UNDP representatives emphasized some important aspects related **to solicitation documents, procurement rules in UNDP and Terms of Reference.**

- Companies should pay attention that Bid Security is mandatory and accepted only on the UNDP format (as per Section 8 form);
- The Performance Security (10%) is required;
- The **Structural design documentation is available** and will be offered to companies upon their official solicitation addressed to the MIA Project and fulfilling a MIA No Discloser Form. This statement is also formulated on tender’s announcement page;
- Companies should be also attentive to the DATA SHEET point 32 “*Criteria for the Award and Evaluation of Bid*”, specially the clause for disqualification in case of breaking the *minimum* human power remuneration provided by the National Legislation;
- Any relevant changes to solicitation documents will be reflected in official amendments published on the ITB page. Please see **Amendment no. 1** to this ITB.
- As proof of similar construction sites with a value not less than 250,000 US (as required under DATA SHEET point 32, “Bid Evaluation Criteria”) will serve the **protocol of final acceptance of the work.**

Further, companies were encouraged to address questions/comments regarding procurement terms and conditions, document package and offer submission as well as to the required terms of reference.

## Questions and answers:

**Question 1:** *Usually Moldovan banks issue bank guarantees in MDL, is it acceptable?*

**Answer:** It is mandatory that the bank guarantee is issued on UNDP format as per attached form (Section 8). It is preferable that the amount be indicated in USD and we have previous experience. In case if the bank guarantee is issued in MDL, please insure the value is converted at the UN exchange rate valid on February 22, 2018. The exchange rate is usually updated monthly. Please check the webpage <https://treasury.un.org/operationalrates/OperationalRates.php>.

**Question 2:** *Because the contract will be signed in USD, can the contractor claim a compensation of losses due to exchange rate fluctuation by revising the prices included in its offer?*

**Answer:** No revision of prices is possible, if the effective volume of performed work is the same as contracted. The contract amount may be amended in cases when justified additional works appear in the process of reconstruction. All additional works must be accepted in advance by the UNDP before implementation.

**Question 3:** *Please advise if the clause regarding the insurance of the contract and insurance of insurance for staff is mandatory?*

**Answer:** As UNDP stands for human rights, including labor rights, it is important and mandatory that all staff involved in the given reconstruction works is insured against any risk of accidents at the work place.

**Question 4:** *In case if a company gives dumping prices, and in the end, will provide the lowest price offer, will it win the competition?*

**Answer:** In evaluating the financial part of the offer, UNDP compares submitted offers to market prices, and prices for works of complexity similar to that described in the Terms of Reference (prices under other UNDP contracts). Thus, dumping offers will be identified and evaluated accordingly. UNDP considers both the qualitative aspects of the offer and the financial aspects to avoid potential risks at the implementation stage

**Question 5:** *What is the duration of contract/works?*

**Answer:** The period of implementation of the contract is 120 days as per the DATA SHEET point 30.

**Question 6:** *Please advise regarding the clause under DATA SHEET point 31 "UNDP reserves the right to vary the volumes/quantities up to 25% before signing the Contract with the Proposer nominated for award"?*

**Answer:** As mentioned at the answer for Question 2, the contract may be amended/increased in case of justified additional works accepted by the UNDP, but keep the initial unit prices provided in the offer. At contract signing stage, UNDP may need to reduce up to 25% of the contract value because of budget insufficiency, removing some of the works/deliverables initially required in the ToR.

**Question 7:** *Could you advise for which years are the Financial Statements of the company required under DATASHEET point 26?*

**Answer:** Though we understand that by 31 March national companies have the reporting period to the Fiscal Office, it is preferable that companies provide the Financial Statements with Tax Office's stamp for 2016 and 2017.

**Question 8:** *With reference to DATASHEET point 26 "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)", is it acceptable if a company can present only one statement as it had only one big contract during the last year, but also has previous experience with UNDP?*

**Answer:** MIA Project will ask the relevant UNDP projects who had contracts with the given company to offer a performance evaluation of the provided construction/reconstruction works. In case of positive feedback, UNDP will consider it as second statement of satisfactory performance.

**Question 9:** *Could you please advise regarding the DATASHEET point 26 that requires that companies present the “Copy of License for provision of construction services, including Annex”, given the fact that the latest amendments made in 2017 to the **Law 451 as of 30.07.2001 regarding the licensing of entrepreneur activity** cancelled the need for licensing construction activities? Please consider that some companies may have their license expired at the date of application to the tender.*

**Answer:** In this case, the company should present the license that was valid before 27.10.2017, before cancelling the need to obtain the license for construction works and which expired by the moment of offer submission.

**Question 10:** *With reference to the number of copies of Bid to be submitted, one should be an original – paper based and the copy should be on paper or electronic on memory stick?*

**Answer:** Companies should submit one original – hardcopy and the electronic version of scanned originals. The appropriate amendment is made to DATA SHEET point 19.

**Question 11:** *Are there any restrictions and preferences for the brands and origin of the equipment offered for the Heating and ventilation systems?*

**Answer:** The Terms of Reference describe only the technical parameters that the equipment must meet, no brands or other preferences have been mentioned. Please note that the ventilation and heating chapters of the ToR are divided in two implementation stages. Thus, it is very important that the equipment bided under stage 1 be compatible with the systems offered for stage 2. The Company who elaborated the technical design documentation and the technical specifications will confirm the compatibility.

Companies are very much encouraged to offer qualitative equipment that has demonstrated its reliability in practice.

**Question 12:** *As continuation to Question 11, in case if after installation, the equipment is incompatible, who will be the responsible one?*

**Answer:** If the construction company delivers equipment that is fully compliant to the technical design documentation and specifications described in the ToR, then the responsibility is of the technical design company. If the contractor provides equipment with parameters that deviate from the ToR – than it is its own responsibility.

Construction companies are encouraged to address clarification questions to avoid any issues of incompatibility or mismatch. UNDP and the technical designing company encourage the communication and collaboration of parties for a better result.