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INVITATION TO BID

**Construction of 14 biomass based heating systems in conjunction with solar collectors
for domestic hot water (3 Lots)**

ITB No.: 18/01738

Project: Moldova Energy and Biomass Project Republic of Moldova

Country: Republic of Moldova

Issued on: 23 April 2018

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Section 1. Letter of Invitation

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

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
 - o Form A: Bid Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Bid
 - o Form F: Price Schedule
 - o Form G: Form of Bid Security

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to ecaterina.meun@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Issued by:



Ecaterina Meun

Title: Procurement officer MEBP

Date: April 20, 2018

Approved by:



Ira Cebotari

Title: Head of Operations, UNDP Moldova

Date: April 20, 2018

Section 2. Instruction to Bidders

GENERAL PROVISIONS

1. Introduction	1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d 1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB. 1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website. 1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2. Fraud & Corruption, Gifts and Hospitality	2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti 2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. 2.3 In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. 2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf
3. Eligibility	3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by

	these organizations. 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.
4. Conflict of Interests	4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they: a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists. 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure. 4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
B. PREPARATION OF BIDS	
5. General Considerations	5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid. 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.

6. Cost of Preparation of Bid	6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Bid	8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid Format and Content	10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB. 10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified. 10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS. 10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11. Price Schedule	11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB. 11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12. Bid Security	12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid. 12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.

	12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid. 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS. 12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions: a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids: a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture. 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP. 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid. 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP. 14.5 A JV, Consortium or Association in presenting its track record and experience

	should clearly differentiate between: a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. 14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture. 15.2 Bids submitted by two (2) or more Bidders shall all be rejected 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 some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive. 16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid. 17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid. 17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.

18. Clarification of Bid (from the Bidders)	18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received. 18.2 UNDP will provide the responses to clarifications through the method specified in the BDS. 18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Bids	19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders. 19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid. 20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.

C. SUBMISSION AND OPENING OF BIDS

22. Submission	22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS. 22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid. 22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows: a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall: - Bear the name of the Bidder; - Be addressed to UNDP as specified in the BDS; and - Bear a warning not to open before the time and date for Bid opening as specified in the BDS. If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
Email and eTendering submissions	22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows: - Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; - Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. 22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/
23. Deadline for Submission of Bids and Late Bids	23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP 23.2 UNDP shall not consider any Bid that is received after the deadline for the

	submission of Bids.
24. Withdrawal, Substitution, and Modification of Bids	24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission. 24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION" 24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos. 24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. 25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders. 25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION OF BIDS	
26. Confidentiality	26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award. 26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	27.1 UNDP will conduct the evaluation solely on the basis of the Bids received. 27.2 Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done)

	a) Evaluation of Technical Bids b) Evaluation of prices Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). 29.2 In general terms, vendors that meet the following criteria may be considered qualified: a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. Due diligence	31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous

	works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid. 32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB. 32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.
33. Responsiveness of Bid	33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission. 33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformities, Repairable Errors and Omissions	34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation. 34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows: a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall

	be rejected.
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at

	https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
46. Other Provisions	46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence. 46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence. 46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer

Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English or Romanian
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be Conducted Time: 10:00 AM (Moldova local time) Date : April 27, 2018 10:00 AM Venue : "Le Roi" Business Centre, #29, Sfatul Tarii Street, 3rd floor, room 305, MD-2012 Chisinau, Moldova. The UNDP focal point for the arrangement is: Ecaterina MEAUN, MEBP Procurement Officer Telephone: +373 60799970 E-mail: ecaterina.meun@undp.org The site visits schedule shall be agreed at the pre-bid Conference.
5	16	Bid Validity Period	90 days
6	13	Bid Security	Required in the amount of USD 5,100 per each of the LOTs 1 and 3; USD 4,100 per LOT 2 Acceptable Forms of Bid Security ▪ Bank Guarantee (See Form G of Section 6 for template) ▪ Any Bank-issued Check / Cashier's Check / Certified Check

7	41	Advanced Payment upon signing of contract	Allowed up to a maximum of 20% of contract value
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.5 Max. number of days of delay 30, after which UNDP may terminate the contract.
9	40	Performance Security	Required in the amount of USD 25,300 per each of the LOTs 1 and 3; USD 20,300 per LOT 2
10	12	Currency of Bid	United States Dollar
			https://treasury.un.org/operationalrates/OperationalRates.php Reference date for determining UN Operational Exchange Rate: 14 May 2018
11	31	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Ecaterina MEAUN, MEBP Procurement Officer Address: "Le Roi" Business Centre, 29, Sfatul Tarii Street, 3rd floor, room 304, MD-2012 Chisinau, Moldova E-mail address: ecaterina.me aun@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the website http://www.undp.md/tenders/index.shtml
14	23	Deadline for Submission	14 May 2018, 16:00 (Moldova local time) For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Bids	☐ Courier/Hand Delivery ☐ Submission by email ☒ e-Tendering
15	22	Bid Submission Address	Offers can be submitted only through on-line bidding in e-tendering module at: https://etendering.partneragencies.org Username: event.guest Password: why2change

			Please note: 1. <i>It is strongly recommended to create your username with two parts, your first name and last name separately by ".", similar to the one shown above.</i> 2. <i>You can participate in the bid event only if you have registered in the system.</i> 3. <i>Please refer to Appendix A-Instructions to bidders and Appendix B-Q&A for bidders.</i> Contacts: Mr. Ecaterina MEAUN, e-mail: ecaterina.meapun@undp.org <u>Project ID: 00093336</u>
16	22	Electronic submission (email or eTendering) requirements	▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 5 MB ▪ Mandatory subject of email: ItB 18/01738 Construction of 14 biomass based heating systems in conjunction with solar collectors for domestic hot water (3 Lots) ▪ Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: UNDP Moldova 131, 31 August 1989 Street MD-2012 Chisinau Republic of Moldova Attention: Registry Office/Procurement
17	25	Date, time and venue for the opening of bid	Date and Time: May 14, 2018 4:00 PM In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid. ▪ Contract shall be awarded to the lowest Life-Cycle Cost offer of the technically qualified and responsive Bids under each Lot. ▪ Award per Lot shall also be subject to the following: (a) award to a bidder first the lot where it may be the only one technically qualified; and then (b) award the LOTS

			based on best value for money principle taking into consideration the cumulative amount for all LOTs.
19		Expected date for commencement of Contract	<i>June 15, 2018</i>
20		Maximum expected duration of contract	15.11.2018
21	35	UNDP will award the contract to:	One or more Proposers, depending on the following factors: Under each Lot the contract shall be awarded to one Bidder only. One Bidder may be awarded a contract for one or more Lots, pursuant to Award Criteria stipulated under Section 4. Evaluation Criteria
22	39	Type of Contract	Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	<i>n/a</i>

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney (if required)
- Minimum Bid documents provided
- Bid Validity
- Bid Security submitted as per ITB requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages; ▪ Printed brochures and product catalogues relevant to the boilers being procured; ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Certificate of Registration of the business ▪ Valid Licenses for relevant construction works; ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country;	Form B: Bidder Information Form

	▪ Latest Financial Statements (Income Statement and Balance Sheet) for the past 2 years; ▪ Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value in the past 3 years; ▪ Manufacturer Authorizations for offered boilers and solar collectors; ▪ EN 303-5 boiler compliance certificates; ▪ CE, EN 12975-1 compliance certificates for solar collectors; ▪ Solar Keymark certificates for solar collectors;	
Other documents that may be Submitted to Establish Eligibility	▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures	
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Criteria for the Award and Evaluation of Bid	▪ The evaluation of bids shall be conducted separately for each Lot in accordance with Bid Evaluation Criteria for each Lot listed below. Bidders must meet all these criteria to be deemed technically qualified and responsive under each Lot. ▪ Bidders applying for more Lots shall be additionally evaluated against Evaluation Criteria for Bidders applying for more Lots listed below, under the Lots it is deemed technically qualified, and has offered the lowest price to determine the contracting capacity for multiple Lots. ▪ Evaluation of consortia: – the financial qualification requirement (minimum annual turnover) listed herein shall apply towards the lead member; – the qualification requirements concerning the professional	

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

	experience in construction / installation of boilers plants and availability of relevant construction Licenses shall apply towards the lead member or towards another member, that will be responsible for performing the works, if this is a different entity; – the qualification requirement concerning minimum years of experience shall apply towards the lead member and the member that will be responsible for performing the works. – - minimum qualification criteria cannot be cumulated by several members of the consortium but only apply to the appropriate consortium member as a unitary entity.	
Previous Experience	Minimum 3 years of relevant experience.	Form D: Qualification Form
	Similar construction sites undertaken within the past 3 years: ▪ For 1 Lot: minimum 4 boiler plants installed over the past 3 years ▪ for 2 Lots: minimum 8 boilers plants installed over the past 3 years ▪ for 3 Lots: minimum 12 boilers plants installed over the past 3 years (only boiler plants with boiler capacities higher than 50 kW shall be considered) <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD 400,000.00 for the last 3 years for each Lot: – 400,000 USD for 1 Lot – 800,000 USD for 2 Lots – 1.2 M USD for 3 Lots <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)	Form F: Price Schedule Form

	Comparison with budget/internal estimates.	
<u>Bid Evaluation Criteria for each Lot</u>	▪ Full compliance of Bid to the Technical Requirements; ▪ Demonstrated capacity to implement all activities within the proposed timeframe, which shall not exceed 150 calendar days; ▪ Sufficient human resources capability to qualitatively and timely execute the works with special emphasis on the following key personnel: a) Manager/Team Leader; b) Construction Foreman; c) Electric engineer; d) Heating installations/heating systems engineer; e) Automation Engineer; ▪ Manager/Team Leader with minimum 5 years of experience in leading construction (works) projects; ▪ Valid Licenses for relevant construction works; ▪ Availability of CE, EN 303-5 boiler compliance certificates (declaration of conformity); ▪ Availability of boilers emissions testing certificates; ▪ Boilers' mounting schemes/plans for all sites are in compliance with local normative exigencies; ▪ Availability of CE, EN 12975-1 compliance certificates for solar collectors; ▪ Availability of Solar Keymark certificates for solar collectors.	
	▪ Demonstrated sufficient resources and capability for simultaneous implementation of works in both lots for which a bid is being made (i.e. different implementation teams).	
<u>Post qualification Actions</u>	▪ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ▪ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; ▪ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; ▪ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; ▪ Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice	

	to the bidder;	
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Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities

Scope of Works

This scope of work ("Works") includes general construction works and installation of heating equipment, electrical work, plumbing, mechanical works, training, commissioning and tests.

The Contractor shall furnish all labour, engineering, materials, equipment, supplies, transportation, machinery, tools and travel necessary to perform this contract and execute all the works.

It is envisaged that the Works include the following activities:

- **Procurement and supply of all equipment**, materials and services needed for successful completion of the Works, and procurement of hand carts or trolleys for proper operation of the system., depending on the type of fuel and installed boilers.
- **Commissioning** of all supplied systems, equipment, materials and construction works including making required performance test measurements.
- **The provision of detailed documentation on the operation and maintenance** of supplied heating system incl. the boiler plant and heat supply point.
- **The provision of basic training and training materials** for key persons responsible for boiler plant and heat supply point operation.

All equipment shall be manufactured in accordance with the requirements of the design documentation on each unit of equipment and have European certificate (CE) or local Moldovan certificates, which confirms its passport characteristics.

Contractor shall ensure that all the construction and installation activities are properly coordinated with representatives of building owners, local municipality and UNDP Moldova. Local authorities and UNDP Moldova will assist Contractor in obtaining and requesting necessary approvals, if necessary.

Note to the Bidders:

Whenever the specifications require a particular product of a specific brand name/model, bidders may offer a substitute product that is equal in all respects to the specified product, meeting all its salient physical, functional and performance characteristics.

• Sites

#	Item to be supplied Description/Specifications ²	Quantity	Delivery Date	Contacts
Lot 1				
1.1	Installation of biomass heating system in the Liceum of the village Sudarca, district Donduseni	1	30.10.2018	Mayor Anatolie Lisnic 0696- 96319 Director Natalia Zaiat 0607-52006
1.2	Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Sudarca, district	1	30.10.2018	Mayor Anatolie Lisnic 0696- 96319 Director Natalia Mereuta

² Clustering items by lots, if any, is recommended, especially if partial bids will be allowed.

	Donduseni			0680-91119
1.3	Installation of biomass heating system in the gimnazium of the village Mosana, district Donduseni	1	30.10.2018	Director Larisa Traci 0699-06434
1.4	Installation of biomass heating system in the gimnazium of the village Garbova, district Ocnita	1	30.10.2018	Mayor Iurie Seinic 0690-55301 Director Angela Cernetcaia 0687-05175
1.5	Installation of biomass heating system in the kindergarten of the village Calugar, district Falesti	1	30.10.2018	Mayor Valentina Salamai 0677-00170 Director Maria Munteanu 0797-14944
Lot 2				
2.1	Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the town Cainari, district Causeni	1	30.10.2018	Mayor Maria Ghelan 0760-60950 Director Natalia Stambol 0790-83634
2.2	Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Tanatari, district Causeni	1	30.10.2018	Mayor Constantin Berlinschi 0676-21881 Director Rodica Iordan 0676-21891
2.3	Installation of solar collectors for domestic hot water in the kindergarten of the village Mereni, district Anenii Noi	1	30.10.2018	Mayor Ludmila Colesnic 0798-80087 Director Veronica Frunza 0680-18588
2.4	Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Copceac, district Stefan Voda	1	30.10.2018	Mayor Vasile Tantari 0676-15711 Director Tantari Ana 0786-16795
Lot 3				
3.1	Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Visneovca, district Cantemir	1	30.10.2018	Mayor Olga Pac 0687-70812 Director Svetlana Topal 0693-50957
3.2	Installation of the solar collectors for domestic hot water in the kindergarten of the village Vadul lui Isac, district Cahul	1	30.10.2018	Mayor Ion Iorga 0798-75399 Director Raisa Stanciu 0299-38211
3.3	Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Lozova, district Sraseni	1	30.10.2018	Mayor Lilian Botnaru 0698-40008 Director Maria Gori 0600-70470
3.4	Installation of solar collectors for domestic hot water in the kindergarten of the village Gholtoșu, district Cantemir	1	30.10.2018	Mayor Petru Gandrabur 0794-67192 Director Natalia Malachi 0692-57022
3.5	Installation of solar collectors for domestic hot water in the kindergarten of the village Carpineni, district Hancesti	1	30.10.2018	Mayor Ion Carpineanu 0697-46224 Director Irina Macaru 0685-

Site visits: Bidders are required to visit and examine the Sites and their 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. Bidders should arrange site visits with the following contact person from UNDP: Vitalie Vieru, MEBP Engineer (vitalie.vieru@undp.org).

Management arrangements

Each construction project will be monitored by designated UNDP Engineer ("the Engineer") which will carry out systematic monitoring site visits. Additionally, the local administration will hire technical supervisors to monitor daily construction activities.

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 **120 calendar days** from Contract signature

Deliverable 2: Final Commissioning of works within **150 calendar days** from contract signature, including delivery and installation of the equipment, testing, putting into operation, commissioning and training of operators.

Technical Requirements

Fuel

As a minimum condition, all the boilers installed within the contract will be operating with biomass pellets made of agricultural wastes compliant with EN 14961-6:2012. More specifically, the boilers shall be tested and demonstrated compatibility with biofuel that meets the following characteristics:

Property class	Units	Specification
Origin and source of raw material	n/a	Cereal straw, sunflower husks, mix of cereal straw and sunflower husks, without additives
Moisture content	w-%	< 10
Density	Kg/m3	> 900
Net Calorific value	MJ/kg	14.5 – 16.0
Ash content	w-% dry	In compliance with EN 14961-6:2012

- *Table 1*

Unless otherwise specified in the design documentation the boilers shall be designed to alternatively operate on biomass briquettes made of the same type of agricultural wastes as specified in Table 2 above.

The contractor will have to supply the fuel necessary for start-up and testing of boilers and heating system as a whole.

Boiler plant

1. Boiler

All the supplied boilers must be manufactured and tested in accordance with the EN 303-5 standard confirmed by relevant certificates issued by an independent certification body.

The emissions levels as well as the boiler efficiency and heat output values shall be determined based on type E biofuel as specified in Table 6 and Table 7 of the EN 303-5:2012. The test fuel shall be in accordance with the EN 14961-6:2012 and Table 2 above. Only in case when the performance tests (emissions levels, boiler efficiency, heat output) were conducted on fuels other than the one indicated above, a manufacturer confirmation shall be provided certifying the boiler compliance to operating conditions indicated above, which is to be confirmed by an independent laboratory testing upon commissioning of works. If not specified otherwise in the design documentation and technical

specifications of each site, the boiler efficiency must not be lower than 80% and the emissions level must not be worse than the EN 303-5:2012 Class 3 limits.

Boilers shall be equipped with automatic burner cleaning system by mechanical means.

The contractor shall **provide copies** of the test report in English language.

For determining the Life-Cycle Cost in comparison of bids, UNDP shall use the minimum boiler efficiency specified by the boiler manufacturer for the respective boiler type or the efficiency rate specified by the bidders in their bids, whichever is lower, and the Life-Cycle Cost calculation of bidders shall be corrected accordingly. Life-cycle cost will be calculated based on a 10 years period.

2. Ash removal and boiler plant maintenance tool-kit

In each project Site there must be provided solutions of ash removal from the boiler's furnace and heating surfaces, installation of containers for temporary accumulation of ash, which helps to keep the environment clean.

The ash container/s has to be installed in close proximity to the boiler plant and shall be made of minimum 1.5mm steel, with easily removable (hinged) cover. Paint-and-lacquer coating of container have to be heat-resistant and intended for outdoor use. Colour of paint-and-lacquer coating of container has to meet the general architectural requirements and be harmonious with the colour of the boiler plant.

Each boiler plant shall be equipped with suitable tools or mechanism for cleaning of heating surfaces, fire tubes (convective pipes) and flue gas duct/chimney, such as, but not limited to: ash bucket, poker, wheelbarrow, other tools depending on the specifics of each boiler plant and boiler manufacturer recommendations.

More detailed requirements for ash removal are given in the design documents.

3. Fire-fighting equipment

Boiler plant shall be equipped with fire protection solution in accordance with applicable local legislation and norms.

More detailed requirements for fire-fighting equipment are presented in the design documents.

4. Service and Maintenance

Following the commissioning of works the Contractor shall conclude a Servicing and Maintenance Contract with each beneficiary for the provision of the service and maintenance works for a period of 3 years. All the costs for such service shall be included in the Bid and will be covered by the UNDP, however the beneficiary retains all rights for claims against the contractor after the final acceptance of works.

The service and maintenance works shall include:

- Planned on-site maintenance when putting into operation of the heating systems upon commencement of the heating season.
- Planned on-site maintenance works within 3 weeks after the end of the heating season.
- Unplanned maintenance and repair works – at minimum one unplanned on-site emergency service and maintenance visit shall be included annually in the Contract, in total 3 visits during 3 years.
- On-call technical assistance (telephone support) on the operation of the heating system during working days during normal working hours (8:00-17:00). The Contractor should provide free of charge phone number to the beneficiary The maintenance works shall include the following:

All the service and maintenance works shall be performed by the Contractor's competent personnel as per equipment manufacturers' instructions.

Planned inspections shall include checking the functioning of the whole heating system and its components and equipment: biofuel boiler, boiler control panel, primary and secondary air fans, fuel feeding systems, ash removal

system, measurement devices (incl. heat meter), water supply and water treatment system, pumps, valves (incl. regulating valves), emergency alarm system, fire prevention systems, safety valves, electric back-up system, filters, gaskets, nuts, etc. Planned inspection shall include also checking and recording all the operation's parameters (energy consumption, flow, temperatures, pressures, etc.) and adjustment and optimization of the combustion process (burning regime).

Planned on-site maintenance when putting into operation of the heating systems upon commencement of the heating season shall also include among other tasks, heating system pressure test.

The planned on-site maintenance works within 3 weeks after the end of the heating season shall include also visual inspection of the inner surfaces of the combustion chamber, refractory, grate and other parts of the system and determine whether any such part needs replacement prior to the commencement of the next heating season.

The maintenance works shall include lubrication of the equipment (e.g. bearings) if required by the maintenance manuals, replacing of gaskets, cleaning of the filters and tightening of the nuts and bolts.

The cleaning of the biofuel boiler and auxiliary equipment shall be performed by the beneficiary.

Both in case of planned and unplanned service and maintenance, the Contractor shall configure the heating system operating parameters to the most optimal working operating regime.

The Contractor will attempt to resolve all the problems by telephone. The Contractor shall register all the phone calls in the database. If a visit is required, the Contractor will endeavour to visit the site as soon as is possible, but not later than during 48 hours from the phone call. The site visit will be accounted as an emergency service and maintenance visits under item 4).

Warranty cases and related visits shall not be included in the service and maintenance works.

The Contractor shall replace any malfunctioning equipment or wear parts without any additional cost to the beneficiaries.

5. Marking of equipment

All the text markings, necessary for system operation (incl. boiler control units), shall be in Romanian language.

All the equipment should have name of the equipment in Romanian language and specific code (number) in accordance with drawing specifications. The name tags should be made from durable white (RAL 9010 or similar) plastic material, height of the font should be 10mm, color of the text should be black (RAL 9005 or similar).

All the equipment should be marked with the manufacturer's original name plate, which should include at least year on construction, equipment manufacturer technical parameters and type/ID of the equipment.

The safety advice label in Romanian language should be fitted on boiler/boiler plant. The label shall be covered with weatherproof plastic coating.

The heat supply point scheme and heating system flow scheme should be located in the heat supply room and shall be covered with plastic coating. Schemes should be at least A3 format.

All the pipes (excluding underground piping) shall be marked properly with required color according to ANSI/ASME A13.1,67/548/EEC or similar standard.

Pipe markers should be positioned so that they can be easily seen from the normal angle of approach - for instance, below the center line of the pipe if the pipe is overhead, and above the center line if the pipe is below eye level. Labels are required at the following locations:

- Adjacent to all valves and flanges
- Adjacent to all changes of direction
- On both sides of wall or floor penetrations

Pipes too small to be directly labelled should be marked with a hanging tag.

6. Solar Collectors

The solar system shall include all the components specified in the design documents including solar collector with vacuum tubes, bivalent heating boiler, solar pump group, drain back tank, expansion tank for water heater, control panel, security valve, water meter, thermometer, manometer, pipes as may be applicable. The solar collectors shall be certified and comply to the latest version of EN 12975-1 European standard accompanied by Solar Keymark Certificate. All collectors must be freeze resistant and upon installation, the systems must be filled with glycol based heat transfer fluid.

7. Operation and Maintenance Documentation

Contractor should provide each Site with two (2) copies of detailed documentation on the Operation and Maintenance of supplied heating system incl. the boiler plant and heat supply point. Documentation should be complete, cover all equipment and should include well defined maintenance plan.

All the documentation should be in Romanian and/or Russian language as may be applicable.

The Operation and Maintenance documents shall be presented to UNDP Moldova for review and for approval at least 30 days prior to Commissioning.

To ensure maximum comprehension of technical processes related to sound system functionality, the Contractor will develop, based on the detailed Operation and Maintenance documentation pertinent to the equipment, a set of user-friendly Standard Operating Procedures (SOP), preferably on 2-3 pages for each of the core processes. SOPs are to be made available to each participant at the training.

An indicative list of SOPs could include, but needs not to be limited to the following processes:

- Start-up and shut-down of the systems;
- Monitoring and Control of operation parameters;
- Troubleshooting;
- Fuel feeding;
- Safety requirements for boiler operation;
- Boiler service incl. ash removal;

All SOPs are expected to be compiled in one file and made available – one each Site and presented to UNDP Moldova for review and for approval at least 30 days before Take Over.

8. Commissioning and Taking Over

IMPORTANT NOTE: As part of the commissioning phase the Contractor shall engage independent accredited laboratory to conduct flue gas **pollutant emissions measurements** and **on-site boiler performance test** in order to confirm the performance characteristics stated in the bid.

As part of the emissions test at least the following pollutants emissions shall be measured to demonstrate boiler compliance with EN 303-5:2012 emissions standards: SO₂, NO_x, CO, OGC (Organic Gaseous Compounds) and Dust (Particles Matter) as PM_{2.5} and PM₁₀.

In the performance test shall be measured the boiler efficiency and heat output in accordance with the agreed methodology and applicable international and local standards.

In case when upon commissioning of works the boiler efficiency is lower than the specification provided to the tender by more than 1%, the contractor will compensate the difference between the promised Life-Cycle

Cost and the actual Life-Cycle Cost calculated based on the actual boiler efficiency determined following the commissioning. An example of compensation calculation is presented below:

		Life-Cycle Cost at the Tender		Actual Life-Cycle Cost		Compensation
Total Price of Works			150,000.00		150,000.00	
		Life-Cycle Cost Calculation		Life-Cycle Cost Calculation		
No	Parameter	Unit	Value	Unit	Value	
1	Annual heat consumption	MWh	1000.00	MWh	1000.00	
2	Boiler efficiency at nominal output	per cent	85.00%	per cent	82.00%	
3	Annual Fuel demand	MWh	1,176.47	MWh	1,219.51	
4	Net calorific value of the test fuel	MJ/ton	15,000.00	MJ/ton	15,000.00	
5	Net calorific value of the test fuel	MWh/ton	4.17	MWh/ton	4.17	
6	Annual Fuel consumption	tons	282.35	tons	292.68	
7	Estimated Fuel price	USD/ton	110.00	USD/ton	110.00	
8	Annual fuel cost	USD	31,058.80	USD	32,195.10	
9	Discount rate	percent	10%	percent	10%	
10	Expected lifetime of the boiler	year	10	year	10	
11	PV of fuel costs	USD	190,843	USD	197,825	
Life-Cycle Cost (Price of Works + PV of fuel costs)		USD	340,842.87	USD	347,824.93	\$ 6,982.06

The compensation will be rendered in one of the following forms: retention from the amount of payments due to the contractor, validation of the Performance Security, supply of an equivalent amount of biofuel to the beneficiary.

Notwithstanding the above, UNDP will in no case accept a boiler with an efficiency that is lower than the minimum required in the bidding documents under the boiler specifications.

All testing costs shall be included in the bidders' Price Schedule. The test fuel shall be in accordance with the specifications stated in Table 2 above.

Contractor shall decide the right time for the test, taking ambient air conditions into account, organize the test instruments, make sure all local measurement grid points are in order, install all test instruments at the specified areas, do a trial test, and declare the guarantee test. Test should be carried out during the heating period. Report with all measurements and calculations shall be made in Romanian and summary in English language.

The contractors will have to supply the fuel necessary for start-up and testing of boilers and system as a whole.

UNDP reserves the right to employ independent laboratories to conduct its own verification of the emissions and performance parameters of the heating systems.

Section 5b: Other Related Requirements

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	DAP
Exact Address of Delivery/Installation Location	Lot 1 Site 1.1 : Liceum of the village Sudarca, district Donduseni Site 1.2 : Kindergarten of the village Sudarca, district Donduseni Site 1.3: Gimnazium of the village Mosana, district Donduseni Site 1.4: Gimnazium of the village Garbova, district Ocnita Site 1.5: Kindergarten of the village Calugar, district Falesti Lot 2 Site 2.1: Kindergarten of the town Cainari, district Causeni Site 2.2: Kindergarten of the village Tanatari, district Causeni Site 2.3: Kindergarten of the village Mereni, district Anenii Noi Site 2.4: Kindergarten of the village Copceac, district Stefan Voda Lot 3 Site 3.1: Kindergarten of the village Visneovca, district Cantemir Site 3.2: Kindergarten of the village Vadul lui Isac, district Cahul Site 3.3: Kindergarten of the village Lozova, district Sraseni Site 3.4: Kindergarten of the village Gholtosu, district Cantemir Site 3.5: Installation of solar collectors for domestic hot water in the kindergarten of the village Carpineni, district Hancesti
Mode of Transport Preferred	Land
UNDP Preferred Freight Forwarder, if any ³	n/a

³A factor of the Incoterms stipulated in the ITB. The use of a UNDP preferred freight forwarder may be considered for

Distribution of shipping documents (if using freight forwarder)	n/a
Customs, if required, clearing shall be done by:	Supplier
Ex-factory / Pre-shipment inspection	n/a
Inspection upon delivery	n/a
Installation Requirements	Construction works and installation of all equipment: - Complete briquettes / pellets boiler plants including briquettes / pellets boilers with all auxiliary equipment; - Complete heat supply point incl. heat metering system; - Heat distribution piping between boiler plant and heat supply point; - Fire protection equipment (fire extinguishers, portable mono-block pumps, and sets of firefighting equipment,) for boiler plant and for fuel storage; - Construction of a new building, in compliance with national building codes, for boiler plant (if necessary); - Repair works in the room for heat supply point and/or incorporated boiler plant room (by case); - Construction of power and water supply nets; - Territory development works (fences, pavement, outside lights, etc.) around boiler plant and chimney and ash collection place;
Testing Requirements	Before Taking Over the test operation of the heating system shall take place during 48 hours. Test operating is successfully performed if the heating system is operating continuously 48 hours without any defects. The heat load conditions, fuel used and measurements shall be agreed before between Contractor and Engineer. Test operation report should be made in Romanian and summary in English language. It is recommended that the boiler manufacturer's representative is participating in the test operation process. If the test run is not successful, then test run shall be repeated in full scope i.e. 48 hours.
Scope of Training on Operation and Maintenance	The Contractor should plan and deliver, at his own cost, one full day (8 hour) training for boiler plant and heating system operators. The training should be provided in Romanian (or Russian where required) language or with interpretation in Romanian, if applicable. The number of people to be trained from one Site will be maximum 5. Training is expected to be provided to all project sites. If additional training is required, a separate arrangement between Contractor and UNDP Moldova will be negotiated and deployed. Location, number and names of participants and detailed agenda of the training activity shall be discussed and agreed with local

purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.

	municipalities and UNDP Moldova upon Contract signature. The training material shall be presented to UNDP Moldova for review and for approval at least 30 days before first training. The training should include a maximum of 8 hours of basic training regarding the overall functionality, key principles and requirements of the heat supply system, boiler operation requirements and key system controls, safety standards, etc., and at least 4 hours of hands-on training/demonstration on site. After the training course, the Contractor shall conduct a test in order to assess the general level of understanding and preparedness of the operators to manage and operate the systems independently, and Certificates of Successful Completion will be issued in close-operation with UNDP Moldova and building owner (recipient of equipment – beneficiary of the biomass heating system).
Commissioning	After all the equipment are properly installed, construction works finished, trainings conducted, documents provided, then Taking Over of the whole heating system (boiler plant, heat supply point and heat distribution piping and building internal heating system) shall take place. Partial Commissioning of a heating system is not allowed. Heating system shall be filled up with chemically treated water. Contractor should include all the water purchase costs to his Bid. For heating system the pressure test shall be made in accordance with local norms and report shall be written Romanian language.
Warranty Period	The Warranty period on works shall commence upon the Take Over and last up to 36 months. The biomass boiler shall be covered by at least 36 months warranty on moving/active components and 60 months warranty on non-moving/passive components. In the event that any part is repaired and/or replaced within warranty period, for that single part new 36 months warranty period starts from the date of repair/replacement. However, the overall duration of warranty shall be limited to maximum 60 months in total for parts that are being replaced or repaired, counted from date of the Take Over.
Local Service Support	Following the commissioning of works the Contractor shall conclude a Servicing and Maintenance Contract with each beneficiary for the provision of the service and maintenance works for a period of 3 years. All the costs for such service shall be included in the Bid and will be covered by the UNDP, however the beneficiary retains all rights for claims against the contractor after the final acceptance of works (as

	specified in Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities).
Technical Support Requirements	Following the commissioning of works the Contractor shall conclude a Servicing and Maintenance Contract with each beneficiary for the provision of the service and maintenance works for a period of 3 years. All the costs for such service shall be included in the Bid and will be covered by the UNDP, however the beneficiary retains all rights for claims against the contractor after the final acceptance of works (as specified in Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities).
After-sale services Requirements	☒ Warranty on Parts and Labor for minimum period of 36 months ☒ Technical Support ☒ Provision of Service Unit when pulled out for maintenance /repair ☐ Others <i>[pls. specify]</i>
Payment Terms <i>(max. advanced payment is 20% as per UNDP policy)</i>	Max of 20% upon contract signature/PO issuance and the rest within 30 days from UNDP's acceptance of goods as specified and receipt of invoice
Conditions for Release of Payment	☐ Pre-shipment inspection ☐ Inspection upon arrival at destination ☒ Installation ☒ Testing ☒ Training on Operation and Maintenance ☐ Others <i>[pls. specify]</i> ☒ Written Acceptance of Goods based on full compliance with ITB requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	Other (pl.specify) _English or Romanian or Russian_____

Section 6: Returnable Bidding Forms / Checklist

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

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

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

Price Schedule:

▪ Form F: Price Schedule Form	☐
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Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	☐ Yes ☐ No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	☐ Yes ☐ No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may	Name and Title: [Complete]

contact for requests for clarifications during Bid evaluation	Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ▪ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney. ▪ Export Licenses, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

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

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

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

History of Non- Performing Contracts

☐ Non-performing contracts did not occur during the last 3 years			
☐ Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years			
☐ Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Required Supporting documents:

- ☐ Attached is the Acceptance Note of executed works (Final Commissioning Report for the local companies) submitted for the construction site presented as similar experience. (For JV/Consortium/Association, lead company only should meet requirement)

List previous similar assignments successfully completed in the last 3 years:

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

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

- ☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

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

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

- ☐ Attached are copies of the financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:
- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
 - Historic financial statements must be audited by a certified public accountant;
 - Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Supply, Technical Specifications, and Related Services

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

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

Goods and services to be Supplied and Technical Specifications	Your response				
	Compliance with technical specifications		Delivery Date (confirm that you comply with the required delivery period of 150 calendar days or indicate your delivery date)	Quality Certificate/Export Licenses, etc. (indicate all that apply and attach)	Comments
	Yes, we comply	No, we cannot comply (indicate discrepancies)			
Lot 1					
Site 1.1: Installation of biomass heating system in the Liceum of the village Sudarca, district Donduseni					
Site 1.2: Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Sudarca, district Donduseni					
Site 1.3: Installation of biomass heating system in the gimnazium of the village Mosana, district Donduseni					
Site 1.4: : Installation of biomass heating system in the gimnazium of the village Garbova, district Ocnita					
Site 1.5: Installation of biomass heating system in the kindergarten of the village Calugar, district Falesti					
Lot 2					
Site 2.1: Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the town Cainari, district Causeni					
Site2. 2: Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Tanatari, district Causeni					

Site 2.3: Installation of solar collectors for domestic hot water in the kindergarten of the village Mereni, district Anenii Noi					
Site 2.4: Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Copceac, district Stefan Voda					
Lot 3					
Site 3.1: Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Visneovca, district Cantemir					
Site 3.2: Installation of the solar collectors for domestic hot water in the kindergarten of the village Vadul lui Isac, district Cahul					
Site 3.3: Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Lozova, district Sraseni					
Site 3.4: Installation of solar collectors for domestic hot water in the kindergarten of the village Gholtosu, district Cantemir					
Site 3.5: Installation of solar collectors for domestic hot water in the kindergarten of the village Carpineni, district Hancesti					

Other Related services and requirements <i>(based on the information provided in Section 5b)</i>	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
Service and maintenance works for a period of 3 years (to sign contract separately with each beneficiary)			

Warranty period on works shall commence upon the Take Over and last up to 36 months			
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SECTION 3: Management Structure and Key Personnel

3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

- Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Required key personnel:

- a) Manager/Team Leader with minimum 5 years of experience in leading construction (works) projects;
- b) Construction Foreman;
- c) Electric engineer;
- d) Heating installations/heating systems engineer;
- e) Automation Engineer;

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>

	Reference 1: [Insert]
	Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

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

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

Currency of the Bid: USD

Price Schedule

Lot Price Schedule		Estimated cost of works (USD)	Life Cycle Cost (USD)
LOT 1			
1.1	Installation of biomass heating system in the Liceum of the village Sudarca, district Donduseni		
1.2	Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Sudarca, district Donduseni		
1.3	Installation of biomass heating system in the gimnazium of the village Mosana, district Donduseni		
1.4	Installation of biomass heating system in the gimnazium of the village Garbova, district Ocnita		
1.5	Installation of biomass heating system in the kindergarten of the village Calugar, district Falesti		
	TOTAL LOT 1		

LOT 2			
2.1	Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the town Cainari, district Causeni		
2.2	Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Tanatari, district Causeni		
2.3	Installation of solar collectors for domestic hot water in the kindergarten of the village Mereni, district Anenii Noi		

2.4	Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Copceac, district Stefan Voda		
TOTAL LOT 2			

LOT 3			
3.1	Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Visneovca, district Cantemir		
3.2	Installation of the solar collectors for domestic hot water in the kindergarten of the village Vadul lui Isac, district Cahul		
3.3	Installation of biomass heating system with solar collectors for domestic hot water in the kindergarten of the village Lozova, district Sraseni		
3.4	Installation of solar collectors for domestic hot water in the kindergarten of the village Gholtosu, district Cantemir		
3.5	Installation of solar collectors for domestic hot water in the kindergarten of the village Carpineni, district Hancesti		
TOTAL LOT 3			

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

FORM G: Form of Bid Security

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

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

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

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

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

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

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

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

FORM H: FORM FOR PERFORMANCE SECURITY⁴

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

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

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. [insert contract no.] dated [insert date], to deliver the goods and execute related services [insert relevant text] (hereinafter called "the Contract"):

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

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

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

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

47. SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:

Name of Bank:

Address:

⁴ If the ITB 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

FORM I: Form for Advanced Payment Guarantee

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

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of UNDP]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

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

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

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

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

[signature(s)]

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