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INVITATION TO BID

EU CBM: Conservation Works of Bender Fortress, phase 1

ITB No.: ItB-20/02127

Project: EU CBM V

Country: Republic of Moldova

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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
 - o Form H: Form for Performance Security
 - o Form I: Form for Advanced Payment Guarantee

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 vladimir.paraschiv@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

Vladimir Paraschiv

Name: Vladimir Paraschiv
Title: Procurement Associate
Date: **October 23, 2020**

Approved by:

Corina Oprea

Name: Corina Oprea
Title: Operations Manager
Date: **October 23, 2020**

Section 2. Instruction to Bidders

GENERAL PROVISIONS

1. Introduction	<p>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</p> <p>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.</p> <p>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.</p> <p>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.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>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</p> <p>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.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(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;</p> <p>(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.</p> <p>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</p>
3. Eligibility	<p>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.</p> <p>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</p>

		meet the eligibility requirements as established by UNDP.
4. Conflict of Interests	4.1	<p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>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.</p>

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	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>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.</p>
10. Technical Bid Format and Content	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>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.</p> <p>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.</p> <p>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.</p>
11. Price Schedule	<p>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.</p> <p>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.</p>
12. Bid Security	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;

	<ul style="list-style-type: none"> b) In the event the successful Bidder fails: <ul style="list-style-type: none"> 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	<p>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:</p> <ul style="list-style-type: none"> 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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> 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. <p>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</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not</p>

	be available within one firm.
15. Only One Bid	<p>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.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> 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	<p>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.</p> <p>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.</p>
17. Extension of Bid Validity Period	<p>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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>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.</p>
18. Clarification of Bid (from the Bidders)	<p>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.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>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.</p>
19. Amendment of Bids	<p>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</p>

	<p>prospective bidders.</p> <p>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.</p>
20. Alternative Bids	<p>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.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
21. Pre-Bid Conference	<p>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.</p>

c. SUBMISSION AND OPENING OF BIDS

22. Submission	<p>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.</p> <p>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.</p> <p>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.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>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.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> 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.

	<p>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.</p>
Email and eTendering submissions	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; b) 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. <p>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-notices/resources/</p>
23. Deadline for Submission of Bids and Late Bids	<p>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</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>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.</p> <p>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"</p> <p>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.</p> <p>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.</p>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>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.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>

D. EVALUATION OF BIDS

26. Confidentiality	<p>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.</p> <p>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.</p>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> 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 <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
28. Preliminary Examination	<p>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.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	<p>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</p>

	provided in the bid document where required.
31. Due diligence	<p>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:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	<p>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.</p> <p>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.</p> <p>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.</p>
33. Responsiveness of Bid	<p>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.</p> <p>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.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>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.</p> <p>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.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of

	<p>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;</p> <p>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</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
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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	<p>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</p>
43. Liquidated Damages	<p>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.</p>
44. Payment Provisions	<p>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.</p>
45. Vendor Protest	<p>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</p>
46. Other Provisions	<p>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.</p> <p>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.</p> <p>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</p>

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
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 conferences	<p>Will be Conducted Time: 11:00, local time (UTC+3) Date : October 29, 2020 11:00 AM Venue : ZOOM (https://undp.zoom.us/j/81697006294) Language: <u>Romanian/Russian</u></p> <p>Time: 11:00, local time (UTC+3) Date : October 30, 2020 11:00 AM Venue : ZOOM (https://undp.zoom.us/j/86083944746) Language: <u>English</u></p> <p>The UNDP focal point for the arrangement is: Andrei VASILACHI, EU-CBM, Community Infrastructure Project Manager Telephone: (+373 22) 839-872 E-mail: andrei.vasilachi@undp.org</p> <p><i>Please, confirm your participation by COB one day before the pre-bid meeting to the following email: andrei.vasilachi@undp.org</i></p>
4.1		Site visit	<p>Tentative date: 5 November 2020, 10:00 Moldova Local time (Subject to the epidemiological situation and local permits, the date of the site visit will be confirmed with at least 3 days in advance)</p> <p>Prospective Bidders who wish to participate in the Site Visit, shall contact the following focal point for arrangement no later than 29 October 2020, 15:00 (UTC+3): Project Manager, Andrei Vasilachi, andrei.vasilachi@undp.org</p>
5	16	Bid Validity Period	120 days
6	13	Bid Security	Required in the amount of USD32,000.00 (Thirty-two thousand US Dollars)

			<p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> Bank Guarantee (See Section 8 for template) <p>A scanned copy of the bid security shall be submitted as part of the e-Tendering bid submission. The original of the Bid Security shall be delivered to the below address not later than 10 days after the submission deadline.</p> <p>UNDP Moldova, #131, 31 August 1989 Street, MD-2012, Chisinau, Republic of Moldova</p>
7	41	Advanced Payment upon signing of contract	<p>Allowed up to a maximum of 20% of contract value</p> <p>If it will exceed the amount of 30,000 USD, the bidder must submit an advanced payment security in the same amount as the advanced payment, using the form and the content of the document in section 6 (FORM I: Form for Advanced Payment Guarantee)</p>
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>In case the works are not completed within 18 months, 2.5% of the total contract amount will be deducted out of the final invoice for each week of delay.</p> <p>Max. number of weeks of delay 4.</p> <p>Once the total amount of liquidated damages is equal to 10% of the total contract amount, UNDP may terminate the contract.</p>
9	40	Performance Security	<p>Required in the amount of 10% of the contract amount (see Section 6, FORM H: Form for Performance Security)</p> <p>Performance Security shall be provided by the selected bidder within (7) days upon issuance of letter of intent/contract and before issuance of the notice to proceed.</p>
10	12	Currency of Bid	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Andrei VASILACHI, EU-CBM, Community Infrastructure Project Manager</p> <p>Address: 101 Sciusev Street, Chisinau, Republic of Moldova</p> <p>E-mail address: andrei.vasilachi@undp.org</p>
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, including on e-tendering system and local UN Moldova tenders page
14	23	Deadline for Submission	<p>20 November, 2020, 16:30 (UTC+3)</p> <p>For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</p>

14	22	Allowable Manner of Submitting Bids	<input type="checkbox"/> Courier/Hand Delivery <input type="checkbox"/> Submission by email <input checked="" type="checkbox"/> e-Tendering
15	22	Bid Submission Address	https://etendering.partneragencies.org BU Code: MDA 10 Event ID number: 0000007585
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: UNDP Moldova, #131, 31 August 1989 Street, MD-2012, Chisinau, Republic of Moldova
17	25	Date, time and venue for the opening of bid	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.
19		Expected date for commencement of Contract	<i>December 15, 2020</i>
20		Maximum expected duration of contract	18 months, starting from the date on which the Contractor is given Access to the Site and receives a notice from the UNDP Engineer to commence the Works and ending on the date of substantial completion of Works stated in the Certificate of Substantial Completion.
21	35	UNDP will award the contract to:	One Proposer Only
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	

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
- Minimum Bid documents provided
- Bid Validity
- Bid Security (if required) 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/Requirement	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	Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;	Form B: Bidder Information Form Copy of registration certificate
	Valid License for construction works or another legal document confirming the authorization for execution of civil works in the country of registration;	Copy of the licenses
	Valid certificate/license for conservation/restoration works companies; (if applicable for the country of origin of the company) <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement)</i>	Copy of license for conservation/restoration works
	<ul style="list-style-type: none"> • Availability of a license for carrying out construction works for Transnistrian region; Note: In order to respond to this eligibility criteria, international companies may conclude a Joint	Copy of documents

	Venture/Consortium/Association with a local company which holds such license <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement)</i>	
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
Previous Experience	Minimum 10 years of experience in conservation of cultural heritage renaissance, medieval or ancient sites/projects <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement)</i>	Form D: Qualification Form
	Minimum 3 (three) implemented contracts of similar value, nature and complexity (e.g., conservation works for cultural heritage – similar scale sites which includes restoration of stone walls and wooden roofs) implemented in over the last 7 years: with a value not less than 1,200,000 US\$ for one of them and the total value of 3 contracts shall be not less than 2,000,000 USD <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement)</i>	Form D: Qualification Form
Experience of the implementation team	<p>The bidders shall submit CVs of the below proposed personnel.</p> <p>The required qualified personnel to be assigned by the contractor to the project on full-time resident positions are to be available on-site during implementation of the works, from start until completion.</p> <p>The Contractor shall engage competent workers to achieve the workmanship stated in the tender documents. Regardless of the personnel listed below the Contractor is required to provide additional supporting personnel to achieve the required scope of work on time without any additional fees. UNDP reserves the right to reject and/or instruct removal of staff due to non-performance.</p> <p>For each position, the CV must demonstrate the experience for the specific category and profession, including the certificates.</p>	Technical Bid CVs
	<p>KEY PERSONNEL</p> <p>Restorer (International) - Team Leader (site manager) <u>General requirements:</u> – Master Degree (or equivalent) in conservation/</p>	

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.

	<p>architecture/ architectural restoration or structural engineering of traditional buildings;</p> <ul style="list-style-type: none"> – Possession of professional licence (e.g. registered architect) from at least 10 years; – Good working command of English language. <p><u>Specific requirements:</u></p> <ul style="list-style-type: none"> – 10 years of experience in works for conservation/ rehabilitation projects of heritage buildings; <p>Structural Engineer (Local) – Co-Team Leader - (assistant site manager)</p> <p><u>General requirements:</u></p> <ul style="list-style-type: none"> – Degree (or equivalent) in civil engineering/construction; – Good working command of English and Russian languages; – Minimum 5 years of experience in works for structural consolidation projects of buildings; – Recent experience (i.e. at least one contract on similar activities in the last three years) in structural consolidation works; <p>Stone masonry restorers (International) minimum 5 persons (one to be appointed foreman)</p> <p><u>General requirements:</u></p> <ul style="list-style-type: none"> – Any certifications and qualifications obtained (e.g. certification of attendance of restoration schools, qualification of restorer of cultural heritage, registration to official lists, etc.) by public educational institutions and/or universities of the country of origin or internationally recognized bodies in the field of Restoration of Cultural Heritage – Minimum 5 years of experience in works for stone masonry restore works for cultural heritage buildings; <p>Health and safety Engineer (Local)</p> <p><u>General requirements:</u></p> <ul style="list-style-type: none"> – Degree (or equivalent) in civil engineering/construction. – Certification in the relevant construction sector. – Good working command of English and Russian languages. – Minimum 5 years of experience in the field of health and safety for construction site. – Recent experience (i.e. at least one contract on similar activities in the last three years) as health and safety engineer on building site. 	
	<p>OTHER PERSONNEL</p> <p>Qualified carpentry - minimum 5 persons</p> <p><u>General requirements:</u></p> <ul style="list-style-type: none"> – Any certifications and qualifications obtained (e.g. certification of attendance of professional schools for carpentry, registration to official lists, etc.) by educational institutions of the country of origin or internationally recognized bodies in the field of traditional carpentry works; – Minimum 5 years of experience in carpentry works; 	

	<p>Traditional stone masonry qualified workers - minimum 5 persons</p> <p><u>General requirements:</u></p> <ul style="list-style-type: none"> – Any certifications and qualifications obtained (e.g. certification of attendance of professional schools for traditional masonry, registration to official lists, etc.) by educational institutions of the country of origin or internationally recognized bodies in the field of traditional masonry works; – Minimum 5 years of experience in stone masonry works; 	
Financial standing	<p>Minimum average annual turnover of USD 1.600.000 for the last 3 (three) years (as per the submitted audited financial statements).</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement)</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p>Quick Ratio (QR) of not less than 1.0. If QR is less than 1, UNDP shall verify financial capacity of the bidder and has the authority to seek references from concerned parties & banks on the bidder's financial standing.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement)</i></p>	Form D: Qualification Form
	<p>Proof of access to lines of credit via an official unconditional bank credit letter (An Official letter from bidder's bank certifying the actual approved credit facilities ceiling and balances of all active accounts within the bank) shall be provided by any of the bidders during the evaluation stage, and upon UNDP's official request.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement)</i></p>	Upon UNDP's official request
Technical evaluation	<p>The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.</p>	Form E: Technical Bid Form
	<p>The submission of the following documents according to resource methodology is mandatory (WinSmeta, WinDoc, etc):</p> <ul style="list-style-type: none"> • Respective Bills of Quantities; • Duly filled-in Unit Price Catalogue*; • Duly filled-in Resource Schedule*. <p>*The catalogues will be generated by the software WinSmeta or similar.</p> <p>Information on Key personal (CVs) is an important part of the technical evaluation process, including certifications, and specific experience related to the project.</p>	Annexes

Financial Evaluation	<p>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F and BoQ.</p> <p>Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)</p> <p>Comparison with budget/internal estimates.</p>	Form F: Price Schedule Form
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Section 5a: Terms of Reference for conservation works at Bender Fortress, phase 1

Important note: The Scope of Works, specifications and BoQ are presented in 3 languages for bidders' convenience: English, Romanian and Russian. In case of any discrepancies, the English version will prevail.

A) General Background:

In 2019 the European Union Confidence Building Measures Programme launched its fifth phase of the programme funded by the European Union and implemented by the UNDP Moldova. The overall goal of the Program is to increase confidence between both banks of the Nistru River by ensuring socio-economic development through involvement of local authorities, civil society organizations, private actors, and other community stakeholders.

The EU CBM Programme consists of 4 specific components: promoting business development; support to community development and cross river platforms of cooperation; preserving cultural and historical heritage and assistance to media development and cooperation.

Culture is essential for the development of any society. Culture may have a strong dynamic and transformative force for social transformation on both banks. The activities under this component will provide support to the cultural sector with a focus on historical heritage with a view to investing in the country's future and facilitating development and conflict settlement.

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

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

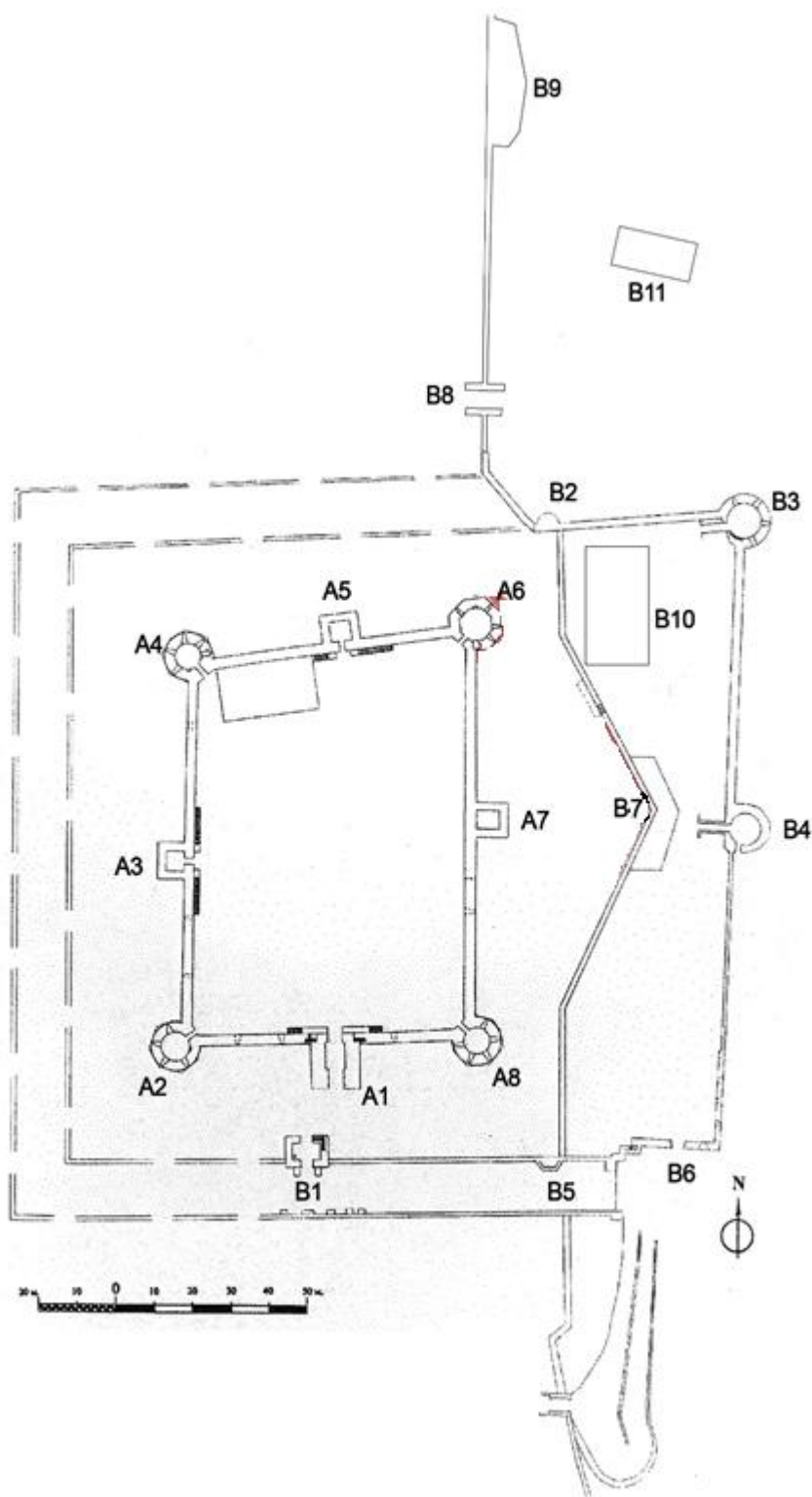
B) SCOPE OF WORK

The European Union Confidence Building Measures Programme (hereinafter the EU-CBM V Programme) is looking for a consortium between companies having international background and experience in conservation/restoration works of similar Cultural Heritage objects and local companies, possessing licenses for construction works in Transnistrian region of Moldova to conduct phase 1 of conservation/restoration works of **Bender Fortress**.

The following works are envisaged to be carried out in the project: restauration works for the masonry, consolidation works for the bearing structures, creation of the drainage system, installation of the handrails and fences for general public access, covering the towers of the citadel with new wooden roofs, replacing partially the roofs of the existing towers.

The Bender Fortress Complex is composed of 1. Citadel of the Fortress Towers A1-A8 and the walls between them (see the below scheme), 2. the Lower Fortress elements B1-B11 and 3. External Fortress – battlements and caponiers – not presented on the scheme, as no interventions are envisaged for it in the first stage. The consolidation/conservation works to be carried out during the first stage refer only to the Citadel and some elements of the Lower Fortress.

The areas with eminent danger of collapsing or in advanced damaged condition were selected for the first stage of conservation work.



All the consolidation/restoration works shall be carried out in line with C226-Bender/Tighina Citadel and Lower Fortress detailed technical design, which was verified and endorsed in compliance with the legal standards in force in the country. The design documentation is here annexed.

For overseeing the conservation works, the EU-CBM V Programme will contract a company which will provide everyday technical supervision of the respective works as representative of the beneficiary, on the other hand the company must warrant the presence at the building site of the construction site foreman (*diriginte de santier*). His presence needs to be continuous for the duration of the works.

The general philosophy of conservation works for Bender fortress should aim towards:

- Respect of the character and cultural specificity of the monument;
- structural consolidation/ stabilization while respecting their structural conception and safeguarding the values of the structures of the heritage site and their special elements;
- Minimum intervention;
- Distinguishability and reversibility (at least potential) of the intervention;
- Material compatibility (chemical-physical)
- Compatibility of use;

Cost effectiveness of interventions including durability and relevance.

C) Key tasks and expected outputs:

1. PRELIMINARY WORKS

a. Temporary facilities

At the stage of preliminary works, the contracted company shall be responsible for organizing the construction site, which will be located in line with drawings nr. C226_PEA_r03 (attached as Annex 2). Site organization plan. The respective site should be connected to technical utility networks (electricity, water, sewerage). The scheme for site location is a temporary one, and may be adjusted together with the project representatives, CBM officers and the final beneficiaries, including the director of the Fortress. Contractor shall establish his temporary facilities in the site in such a way so as not to disrupt its current operations, including access to visitors to parts which are not affected by the interventions.

The respective site shall be fenced and lighted in line with the security rules for a construction site. The Contractor shall be responsible for ensuring decent working conditions for its employees, by creating necessary facilities and conveniences. All the works for organizing the respective site and its related spaces should be in line with: Council Directive 92/57/EEC of 24 June 1992 on the implementation of minimum safety and health requirements at temporary or mobile construction sites, NCM A.08.02-2014 "Labor security and occupation health in constructions" and CP A.08.06:2014 "Instructions on developing projects for construction organization".

The Contractor shall arrange to get temporary electricity power supply to the site and bear all costs associated with these. The Contractor shall furnish all wiring, lamps, switches, fuses, receptacles, etc., as may be required for his work. Temporary power and light circuits shall be thoroughly insulated and waterproof. The temporary power and light system shall be subject to the inspection and approval of the electricity authority.

All charges for connection and usages will be borne by the contractor.

The Contractor shall arrange to get temporary connection to the existing network of water for the site and bear all costs of plumbing, piping, pumping, etc. and other costs associated with these.

After 30 days of the substantial completion being issued for of all the works, the contractor will disconnect all the temporary connections and/or remove all temporary networks, etc.

After substantial completion of work all temporary facilities shall be removed, locations where these were situated will be restored to its original shape and form. Thus, the contractor has to record the condition before installing the site facilities.

b. Chemical and petrographic analysis on mortars and stones

At the beginning of the implementation phase and after installing the scaffolding, the contractor have to carry out CHEMICAL AND PETROGRAPHIC ANALYSIS ON MORTARS AND STONES in order to define the composition of the original materials and define the most compatible restoration materials (mortars, stones, plasters etc.).

To perform all the respective tests, the Contractor shall conclude a contract with an accredited laboratory holding all the necessary accreditations for performing such tests. All the respective testes should be carried out in line with:

- EN 17187:2020 - Conservation of Cultural Heritage - Characterization of mortars used in cultural heritage
- EN 15898:2019- Conservation of cultural heritage - Main general terms and definitions
- EN 16515:2015 - Conservation of Cultural Heritage - Guidelines to characterize natural stone used in cultural heritage
- EN 16455:2014 - Conservation of cultural heritage - Extraction and determination of soluble salts in natural stone and related materials used in and from cultural heritage
- EN 16085:2012 – Conservation of Cultural property - Methodology for sampling from materials of cultural property - General rules

The stages for tests' performance shall include the drafting of the testing plan, indicating the place and the number of collected samples, coordination of the respective plan with the representative of the programme and of the technical supervision company, collecting of samples, testing the samples and submitting the reports for the respective tests.

Three types of testes shall be carried out during the respective stage (the first two ones for stones and the third one for the mortar):

- 1) Quantitative determination of salts (sulphates, nitrates and chloride) – at least 10 samples;
- 2) Optical microscope analysis on glossy section (for the stratigraphic / morphological analysis) – at least 10 samples;
- 3) Characterization of the material using XRD - X-ray diffraction (for the chemical / physical analysis of the mortar) - at least 10 samples;

The Contractor shall be responsible for collecting the samples and shall incur the costs for transporting the samples to the accredited laboratory. Please take into account the fact that there are no such laboratories in the Republic of Moldova.

After all the results of the experiments and analysis of samples, the concrete type of mortar will be selected for the works. This is the subject of approval of the EU CBM engineer, technical supervision company and the authors of the design of the project.

c. Verification and update the maps of the decay phenomena

The maps, although based on ortho-photo-plans (1:50) produced from a drone survey, must be updated and checked because the in-depth visual investigation can only be carried out once the scaffolding will be installed, with the possibility of observing and analysing surfaces at close distance. This service must be performed by a professional with the qualification of Restorer of Cultural Heritage possessing official accreditations and certifications.

The design author shall be involved at the respective stage in order to provide the contractor with any clarifications that might be needed with regard to the project solutions. All the newly established decays shall be introduced also in the 3D MODEL for BIM design, built through 3D modelling in Revit. After the signature of the contract with the winning company, EU CBM will provide 3D models in electronic format.

2. RESTAURATION/CONSOLIDATION WORKS

All the restauration/consolidation works to be carried out during the first stage are divided into two types of interventions:

- a. Architectural and restoration interventions
- b. Structural consolidation interventions

a. Architectural and restoration interventions

During the first stage of conservation works for Bender Fortress, the architectural restauration works will be mainly focused on the Citadel Towers A2, A3 and A4 and the walls between them. This is the most degraded portion and with no recent interventions.

The following summarizes the activities that are planned for this sector:

- a) Stone surfaces
 - Complete restoration of internal and external stone surfaces
 - Cleaning, consolidation, saving of collapses, removal of dangerous recent interventions
- b) Roofs
 - New roofs on towers A2 and A4 (wooden structure and tiles)
 - Substitution of roofs on towers A3 (from metal structure and Marseillais-type tiles to wooden structure and wooden tiles)
 - Substitution of roofs on towers A6 (from metal structure and Marseillais-type tiles to wooden structure and wooden tiles)
- c) Battlements wall between A2 and A3 tower
 - Reconstruction of the masonry battlements
 - Replacement of Marseillais-type tiles with terracotta flat tiles
- d) Battlements wall between A3 and A4 tower
 - new battlements – replacement of Marseillais-type tiles and glazing with highly diluted natural hydraulic lime mortars
- e) Masking the contemporary interventions which do not comply with international conservation and restauration standards for Tower A3 and its access stairs
 - new stairs and masonries- glazing with highly diluted natural hydraulic lime mortars
 - closure of the inner side of the middle towers – visual mitigation through limewashing
- f) Walkways, stairs and patrol path
 - Arrangement and repair of walkways and stairs over the curtains
 - Installation of new railings/fences made in Cor-ten all over the walkways and stairs

Additionally, the following works are planned for this type of intervention:

- g) Drainage system to discharge rainwater from the territory of the Citadel
 - Ground modelling
 - Restoration and maintenance of existing channels
 - New connections between channels
- h) Patrol path, walkways, stairs and railings for the entire perimeter of the Citadel
 - arrangement and repair of walkways and stairs over the curtains
 - installation of new railings/fences made in Cor-ten all over the walkways and stairs
- i) Rampart B7: securing interventions for visitor's accessibility

As the restauration of masonry is the most important and meticulous intervention, the order for performing it shall be as follows:

- a. Removal of biological patina by application of biocide on surfaces.
- b. Removal of shrubby vegetation by application of biocide.
- c. Tangential sandblasting (with JOS- or IBIX-type systems) operating with low-pressure compressed air, with adjustable operating pressure, variable nozzle mounted on pen or gun.
- d. Consolidation of structural cracks with preventive sealing of sublevel lesions with hydraulic lime mortar and aggregates, with insertion of the pipes necessary for injections and subsequent infiltration in depth of pre-mixed hydraulic mortars carried out gradually proceeding from the bottom to the top until saturation of the continuity solutions; including final grouting with finishing lime mortars.
- e. Reparation of gaps affecting the core wall, carried out through integration with materials similar to the original ones.
- f. Resumption of the drawing-up of the crack through the scrapping of the old cement mortars, then grouting with lime mortar and suitable aggregates.

- g. Reconstruction of the joints through the stripping of old mortars (if irrecoverable) with the burden of protection of the sections where conservative intervention is possible, grouting of the connections with lime mortar and adequate aggregates, including the charges related to the samples for the composition mortars suitable for colour and granulometry, surface processing, cleaning of any residues from the surrounding surfaces, excluding the restoration of the cohesion of the preserved mortars, with a layer of depth with hydraulic mortar and any filling material (for a levelling layer); to be assessed on the actual treated surface: - medium-sized limestone or tophaceous face.
- h. Filling lacuna affecting the walls, carried out through integration with materials similar to the original ones; including charges relating to the supply of the material to be integrated.
- i. Surface reconstruction with "scuci-cuci" technique of wall facing of solid brick, stone or mixed masonry. Including: the mortar corresponding, if necessary, to the characteristics of the original one; new or recovered bricks or stones; the interlockings between new and old stone courses; the grouting and pointing of the joints; the demolition of the damaged parts; the stacking of the rubble within the construction site, their loading and transport to storage, recovery or landfill plants; temporary works of protection, internal work plans. Excluding external scaffolding and disposal charges.
- j. Rough coating (antique patina) on all internal and external wall structures (lime, hydraulic lime, bricks, stones), vertical and horizontal, in environments of any size, with mortar based on special hydraulic binders and aggregates selected and controlled in rational grain size distribution.

Technical specifications and characteristics of all materials and products (i.e., through their technical data sheet) must be submitted, from the Contractor to the UNDP appointed work manager and restoration supervisor, for approval. To ensure the approval of the respective materials, the company shall perform test sectors, by buying small volumes of materials and only after establishing the effectiveness and the compliance of the respective materials with the standards in force, the procurement of the necessary volumes of materials shall be initiated.

The company must always carry out the works and apply all the products following the instructions contained in the product technical data sheets.

All the materials used for carrying out the works shall be coordinated, before the procurement, with the EU CBM Engineers and the company that will provide technical surveyance of works. The construction materials that will be used on the site shall bear certificates of quality. The materials for conservation works must be provided at the stage of proposal submission in according to the **Form J: List of materials**.

All mortars must be based on natural hydraulic lime and cement-free. It is strictly forbidden to use cement mortar due to the high saline component of cement, the different rigidity and thermal expansion compared to the existing stone and historic lime mortar. These characteristics of cement mortar can be very harmful to original stones, especially in geographical areas subject to significant freeze-thaw cycles such as Bender. **Structural mortars must be NHL 5 (according to the EN459-1 Building Limes - mortars for conservation of cultural heritage – characterization of mortars used in cultural heritage), other mortars (for plasters, injections etc.) must be NHL 3.5. All the mortars shall be strictly precast mortars as mixtures manufactured at the plant, and they will be only treated with solvents on the site; it is not accepted to prepare the mixtures for mortars on the site. At the level of making of the financial offer, the proposer shall include the mortar in accordance with Annex 3, Chapter 2.2.2 Restauration process, products and materials pages 6-8. After the results of the laboratory test are available, and in the case the tests will show that a different mortar could be used for the conservation works and that is less expensive, there will be budget adjustments to the total budget to reflect the lower costs.**

In the process of covering the holes in the masonry, the company shall utilize the fallen stones from the masonry and shall also use stones from Moldovan stone quarries. For this purpose, the company shall make compatibility tests (minimum of two tests from each of the five existing quarries).

The company will be responsible for the purchase and the transportation of the stones from the quarries to the restoration site.

For the mortars and concrete that will be mixed on site or provided from supplying factories, the company must take samples and make laboratory tests to demonstrate that the mortar and the concrete are corresponding to the quality standards. There will be taken at least 20 samples to be verified.

b. Structural consolidation interventions

- a) the reinforcement of masonry at wall between towers A6 and A7, pilot project;
To carry out the consolidation works, it is necessary to consolidate during the following stages a part of a wall of 12 m in length and a height which would correspond to the height of the Citadel wall between Towers A6 and A7. This area was selected as it is highly degraded due to the rottenness of the wood which was used in the masonry of the walls during the Ottoman period. It is suggested to perform mixed works – to fill in the longitudinal void spaces at the lower levels located at the periphery of the wall with structural mortar and to consolidate with metal tie-rods placed transversally in the upper part of the wall. All these solutions may be found in the design sketch C266_PES-001. As well, for a better understanding, it is recommended to review also Chapter 7.2 on Masonry reinforcement from the Explanation Note C226_PEA_r02.
- b) reinforcement of Tower A6;
As there is a crack with a significant openness along the entire height of the north-western façade of the Tower A6, in order to prevent its further deterioration and to stabilize the construction in case of an eventual seismic event, it is necessary to consolidate the construction by placing pre-loaded tie-rods at the level of the existing wooden decks. Just like in case of the previous intervention, all details may be found on the design sketch C266_PES-002 and in the chapter on Reinforcement of Tower A6 from the Explanation Note C226_PEA_r02.
- c) reinforcement of Water Tower;
The Water Tower (the tower through which water is supplied from the River Nistru) is the construction with significant structural degradations. Due to its location on a slope, beside linear degradations, it also has torsion degradations. In order to preserve it and stop the cracking process in the resistance structure, it is necessary to have some interventions at the foundation level – by building reinforced concrete foundations of a belt type on the inside perimeter of the tower and to consolidate it with tie-rods at the roofing level. Just like in the previous intervention, details may be found in design sketch C266_PES-003 and chapter on Reinforcement of Water Tower from the Explanation Note C226_PEA_r02.
- d) Reinforcement of Tower B3;
The chapter of structural interventions is completed by the consolidation works to be carried out for Tower B3 which is part of the Lower Fortress complex. Just like in case of other interventions for resistance structure consolidation, these works are strictly necessary to prevent the subsidence of the respective tower. The consolidation works will include the hidden assembling of strands in 4 rows with a distancing of 25 cm at the level where previously there were the intermediary decks. Just like in the previous interventions, details may be found in the design sketch C266_PES-004 and the Chapter on Reinforcement of Tower B3 from the Explanation Note C226_PEA_r02.

c. CAPACITY BUILDING AND TRAINING DIMENSION OF THE INTERVENTION

The capacities of human resources in the heritage conservation/ restauration area in the Republic of Moldova (including Transnistria Region) are limited, the conservation building site of a large monument like Bender Fortress offers a unique opportunity for strengthening local capacities and providing training to junior professionals and workers educated in VET schools and Centres of Excellence in construction from both sides of Nistru river. To this purpose, strongly supported by EU Delegation to the Republic of Moldova, the company shall integrate in its staff at least three junior professionals/ workers from VET educational centres (two from the right bank and one from the left bank of the Nistru) for the entire duration of the works to provide them on-the-job training experience. The selection of the trainees will be carried out among candidates who have already received ad-hoc trainings on traditional construction

and restoration techniques with the advice of the EU-CBM programme, the MECR representatives and the managing directors of VET schools and Centres of Excellence in construction. The selected trainees will be imparted theoretical lectures at the beginning of their training on safety measures and conservation techniques and will be assigned to one mentor each that will be responsible for their training during the works. The company is responsible to knowledge transfer, trainings but all other operational and financial support for the 3-5 students will be supported by EU CBM Programme.

Furthermore, the Company shall guarantee and organize at least three visits at the building site throughout the duration of the works to classes from VET schools in construction and universities (faculty of architecture and engineering). These visits will be prepared and coordinated with EU – CBM programme and the respective schools and universities.

For communication and raising-awareness purposes about the importance of cultural heritage and its restoration, throughout the duration of the works the contractor shall organize at least two ‘open day’ one for the media and one for the general public to illustrate the works being done.

d. MONITORING THE IMPLEMENTATION OF WORKS.

The appointed Company shall be responsible for keeping the works’ logs. The minutes shall be concluded and coordinated for all performed works, including the ones which will become hidden, in strict compliance with the local legislation in constructions. The entire execution documentation shall be coordinated and counter-signed by the representatives of the technical supervision company and by the design author.

The Company will be responsible for concluding and daily filing in the logs on materials’ delivery, registering the compliance certificates for materials for every delivered lot, as well as the logs on tests and testing reports in line with the international standards and the normative in force.

To ensure the process of works’ monitoring, the international company shall have in its team a site foreman, certified in line with the national legislation in force. The local site foreman shall ensure the interaction between the Contractor and the services of state supervision of processes in construction area.

The Contractor’s team shall include on compulsory basis an engineer for work security and safety on the site and for the workers involved in the restauration process. The respective person will be responsible for concluding the training records on work security and creating plans for visitors’ routes on the territory of the complex during the works’ implementation period.

The Company shall be responsible for timely disposal of waste and debris resulting from construction process. As the interventions will be carried out by stages so as to ensure visitors’ access to other elements of the complex, the Company will be responsible for fencing and securing the construction site place.

a. Implementation Team

To implement the respective project, the company shall create on compulsory basis a consortium with a local company from the region. The implementation team of the company shall include on compulsory basis a site foreman certified restorer and a local site foreman who will be Co-Team leader. At the offer phase the company shall present a Letter of Intent/MOU that comprise the participation quota and the responsibilities of each party of Joint Venture/Consortium. The winning company, before the signature of contract with UNDP, is obliged to sign contracts with all the partners of the Joint Venture/Consortiums.

b. Commissioning of the works

The final payment shall be made only after submitting the entire set of execution documentation with all necessary endorsements and stamps and after eliminating all temporary constructions and temporary connections to the technical and utility networks.

The Contractor shall undertake the process of works’ commissioning for all the works carried out during the first stage in strict compliance with the legislation in the region.

D) Regulatory Framework

This heritage site is of great cultural significance thus proposed interventions must be compliant with

relevant international conservation standards of UNESCO, ICOMOS, ICCROM.

For the contract implementation, the selected company shall be guided by the international and local normative acts in force in Moldova and Transnistrian region, specifically:

- I. the “International Charter for the Conservation and Restoration of Monuments and Sites” (The Venice Charter 1964) adopted by ICOMOS in 1965.
- II. the ICOMOS Charter “Principles for the analysis, conservation and structural restoration of architectural heritage” adopted by ICOMOS in 2003
- III. the ICOMOS “European Quality Principles for EU-founded interventions with potential impact upon Cultural Heritage” published in 2019
- IV. Council Directive 92/57/EEC of 24 June 1992 on the implementation of minimum safety and health requirements at temporary or mobile constructions sites
- V. Law No. 721 of 02.02.1996 on the Quality in Constructions;
- VI. NCM G.03.03-2015 Internal installations for water supply and sewerage;
- VII. CPL01.01-2012 Instructions for concluding the estimates for construction-assembly works based on resource method;
- VIII. NCM A 07.03-2002 Regulation on design author’s monitoring of the site under construction;
- IX. NCM A.08.02-2014 “Securitatea și sănătatea muncii în construcții”
- X. CP A.08.06:2014 “Instrucțiuni privind elaborarea proiectelor de organizare a construcției”
- XI. Закон О недвижимых объектах культурного наследия (текущая редакция по состоянию на 23 апреля 2016 года)
- XII. Постановление «Об утверждении Положения о государственной историко-культурной экспертизы»
- XIII. Приложение от « 2 » августа 2016 года № 115 «Положение о приемке работ по сохранению объекта культурного наследия, включенного в единый государственный реестр или выявленного недвижимого объекта культурного наследия»
- XIV. СНиП 12-02-02 Организация строительного производства.
- XV. СНиП 12-03-02 Нормы продолжительности строительства и задела в строительстве предприятий, зданий и сооружений
- XVI. СНиП 12-04-2017 часть 1 Безопасность труда в строительстве Часть 1. Общие требования
- XVII. СНиП 12-04-2017 часть 2 Безопасность труда в строительстве Часть 2. Строительное производство
- XVIII. СНиП 20-03-02 Защита строительных конструкций и сооружений от коррозии.
- XIX. СНиП 30-06-02 Благоустройство территорий
- XX. СНиП 53-01-02 Стальные конструкции
- XXI. СНиП 50-04-02 Земляные сооружения, основания и фундаменты
- XXII. Other normative acts in force on the territory of the Republic of Moldova (inclusive Transnistrian region).

E. INSTITUTIONAL ARRANGEMENTS

The Contractor will be awarded a contract with UNDP for the delivery of services applied and will work under the guidance of the EU-CBM V Project Officers/Engineers, international consultant for cultural heritage objects and supervised by EU-CBM V Community Infrastructure Project Manager. EU CBM V will provide all available relative documentation, facilitate first contacts, access to the site and communication with stakeholders. **Contractor will be responsible for arranging all necessary transportation and logistics arrangements, obtaining all needed permissions and establishing and maintaining of good working relationships with all involved parties.**

F. DURATION OF WORK

The estimated duration of works is maximum 18 months. The expected time of commencement of contract is December 2020.

Potential Proposers are requested to elaborate and provide a detailed Work Plan which will reflect the

activities to be implemented, timeframe, and qualified staff responsible for each type of works.

G. Financial Arrangements

Payments will be made based on unit prices provided in the financial proposal multiplied with the quantities for services required and accepted by UNDP. Still, the Bidders are required to consider any eventual currency fluctuations while developing their Financial Proposal, given that currency fluctuation is not subject to any changes in the unit rates and total contract price.

Participants must take into account all costs associated with the activities related to the outputs. Pricing and payments will be against the accepted outputs and not the costs associated with these outputs. Lack of understanding and knowledge will not be considered as waiving the objectives. The Contractor will bear the responsibility for its own logistics and shall arrange their travel to and from the site, to and from the meetings/presentations.

H. Special site conditions during the COVID pandemic situation

Please, note that as per the decision of the Republic of Moldova Extraordinary National Public Health Committee from 12th of October 2020, foreigners from countries classified as green areas will not complete the epidemiological file and will not be required to comply with the 14 (fourteen) day self-isolation regime when visiting the Republic of Moldova. (The list of countries was published on October 12, 2020). The updated information can be accessed on the official site of the Ministry of Health, Labour and Social Protection of the Republic of Moldova here - <https://msmps.gov.md/>.

The company will be responsible to follow the sanitary and work-related norms imposed by the local authorities. Beside the provision of usual medical insurance, the personnel shall have the COVID medical insurance too.

The company will ensure that the personnel has all the required protection equipment for the CIVID related situation.

The key personnel of the implementation team must ensure their presence for the entire duration of the works.

I. Required Deliverables.

The overall term of execution of works in the Contract is spread over **548 calendar days (~18 months)**, effective from Contract signature date. The Contractor shall have all required tasks completed and approved by Engineer before/ by the last calendar day of the contract period. The following is the list of required key deliverables:

Item No	Deliverables (Description/Specification of Services)	Delivery Date
1	Preliminary works <i>a) Site Facilities (organization of the site)</i> <i>b) Tests of stones and mortars</i>	2 month from the date of contract signing
2	Conservation works for tower A6 <i>a) Structural consolidation works</i> <i>b) Replacement of the existing roof</i>	4 months from the date of contract signing
3	Conservation works for tower A2, A3, A4 <i>a) Building of new roofs for tower A2 and A4</i> <i>b) Replacement of the existing roof for tower A3</i>	8 months from the date of contract signing
4	Structural consolidation works (Experimental sector) Wall between tower A6 and A7 <i>a) Structural consolidation works</i>	8 months from the date of contract signing

5	Restauration intervention <i>a) Restauration of citadel masonries</i> <i>b) Reconstruction of battlements between towers A2-A3</i>	11 months from the date of contract signing
6	Structural consolidation works for tower B3 <i>a) Structural consolidation works</i>	11 months from the date of contract signing
7	Structural consolidation and restauration works for Water Tower <i>a) Structural consolidation works</i> <i>b) Restauration works (inclusive battlements)</i>	13 months from the date of contract signing
8	Construction of water drainage system	13 months from the date of contract signing
9	Construction of the railing of Citadel and organization of detour route between B7 and B4 towers	15 months from the date of contract signing
10	Preliminary commissioning of the work	17 months from the date of contract signing
11	Site cleaning works	18 months from the date of contract signing
12	Final commissioning of the works	18 months from the date of contract signing

J. Commissioning works

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

K. Warranty Period

The Warranty period on works shall commence upon the Final Commissioning of the works date and last for a minimum of 5 (five) years.

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] <i>(Pls. link this to price schedule)</i>	DAP
Exact Address of Delivery/Installation Location	2, Panina Steet, Bender, Republic of Moldova
Customs, if required, clearing shall be done by:	Supplier
Installation Requirements	All the works must be carried out in accordance with national/local standards regarding civil works and installation of the required equipment
Commissioning	Preliminary and final commissioning of the works must be initiated by the Supplier
Warranty Period	Minimum of 5 years
Technical Support Requirements	The contracted company will eliminate any infrastructure damages subject of quality guaranty in a maximum one month from the moment of written notification
Pricing	<p>The contract is based on unit price, and the final price of the Contract will be determined on the basis of actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.</p> <p>Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the local market prices at the time of bids preparation. In case of unbalances pricing (i.e. despite an acceptable total evaluated price, the price of one of more BoQ line items is significantly over- or under-priced), UNDP have the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable risk to UNDP).</p>
Payment Terms <i>(max. advanced payment is 20% as per UNDP policy)</i>	<p><input checked="" type="checkbox"/> Advanced payment is allowed up to 20% of the contract amount, paid upon signature of contract by both parties (advanced payment will be deducted from next instalments in an equal percentage that advance payment represents over the total price of the contract)</p> <p><input checked="" type="checkbox"/> The Contractor shall submit monthly invoices (reflecting the monthly work performed and materials utilized every month as accepted by UNDP through the "Monthly Progress Reports") and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.</p>

	UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the corrected amount. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt. Invoices will be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.
Final Completion of works and validity of Performance Security	UNDP will issue a certificate of final completion of works upon expiration of the Defect Liability Period of 12 months. Performance Security shall be valid until a date - 30 days from the date of issue by UNDP of a certificate of final completion. It will be returned to the contractor within 30 days of final completion of the contract and after receipt of the maintenance guarantee, including any warranty obligation.
Maintenance security	Required in the amount of 2% of total contract amount in form of a letter of bank guarantee. (a) Seven days before the end of Defect Liability Period, UNDP will organize the site inspection and if the works are in line with the contract requirements, UNDP will Issue a Satisfactory Certificate of Inspection and will return to the Contractor the Performance Security in exchange of a Maintenance Security. UNDP will return to the Contractor the Performance Security after the Contractor furnishes to the UNDP a Maintenance Guarantee in an amount equal to (2%) of the Contract Price to be valid until the end of the Warranty Period; (b) If, within the warranty period after the works have been put into service, any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect either by replacement or by repair; (c) If the Contractor fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted from due sums against the Maintenance security.
All documentations, including catalogues, instructions and operating manuals, shall be in this language	<u>Other: Russian</u>

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	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form G: Form of Bid Security	<input type="checkbox"/>
▪ Form H: Form for Performance Security	<input type="checkbox"/>
▪ Form I: Form for Advanced Payment Guarantee	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
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Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB20/02127		

We, the undersigned, offer to supply the goods and related services required for EU CBM: Conservation Works of Bender Fortress, phase 1 in accordance with your Invitation to Bid No. ITB20/02127 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> 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) <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i>	[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:	<ul style="list-style-type: none"> ▪ 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 ▪ Valid License for Conservation works (for local companies) or other legal document confirming the authorization for execution of conservation works (for international companies), included but not limited to the following type of work: conservation of the masonry, wooden construction, consolidation works for cultural heritage objects; ▪ License for provision of works including Annex (available for Transnistria region); ▪ List of specific construction materials for conservation; ▪ The latest audited Financial Statement (Income Statement and Balance Sheet) for the past 3 (years) years for the Bidder; ▪ Details of Previous Relevant Experience (3 similar contracts within the last 7 years, indicating the Beneficiary name and contact details, scope of executed works, contract amount and period of contract execution (as per Form D: Eligibility and Qualification Form); ▪ Final commissioning reports for the construction sites presented as similar experience (as required in Section 4); ▪ At least 2 top Clients' statements confirming satisfactory performance by the Bidder, issued within the past 7 years; ▪ List of specialized equipment, containing information about the model and year of manufacture, production capacity and manufacturer of each item. Bidders shall indicate whether the equipment is their own or rented; ▪ Combined Work time schedule, work human-power schedule for execution of contract and project cashflow; ▪ 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

Form C: Joint Venture/Consortium/Association information form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB20/02127		

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]
--	------------

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:	ITB20/02127		

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

History of Non- Performing Contracts

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

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (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.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	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.
- ☐ Certification of good execution of conservation intervention issued by the Institutions for monument protection in the respective countries for similar experience projects.

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		
	2019	2018	2017
	<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 audited 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.

Current contracts commitments/Works in Progress

Complete information about all projects in progress

Name of Client	Project name and location	Contract Value	Project Start Date	Scheduled Completion Date	Completion percentage

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB20/02127		

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.

SECTION 3: Management Structure and Key Personnel

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

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

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
Professional certifications	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<p><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></p> <p>[Insert]</p>
References	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

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 E1: Key Personnel Commitment Form

The key personnel commitment form should be printed on company letterhead, signed by the authorized representative(s) of the bidder, dated and stamped.

Role/Designation	Name of personnel	Education (degree)	Years of Similar Work Experience
Restorer (International) - Team Leader (site manager)			
Structural Engineer (Local) – Co-Team Leader - (assistant site manager)			
Stone masonry restorer (International) Foreman			
Stone masonry restorer (International)			
Stone masonry restorer (International)			
Stone masonry restorer (International)			
Stone masonry restorer (International)			
Health and safety Engineer (Local)			

We, the undersigned, undertake to commit the following key personnel whose names and qualifications have been summarized above for the execution of the subject matter works project.

Form E2: List of Materials

List of materials used specifically for conservation works, must be made with the manufacturers and suppliers, as well as the relevant standard/norm the materials comply with.

The Bidder shall fill in this statement the list and origin of the materials for conservation works only.

Manufacturers, country of origin, suppliers name and the materials certification to norms and standards must be listed. This table should be for the main materials only.

No	Materials	Manufacturer's name and address	Country of Origin	Suppliers Name and address	Compliance with norms or standards
1					
2					
3					
4					
5					

Form F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB20/02127		

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: Conservation Works of Bender Fortress

Item #	Cod	Description	Total Price (in USD, VAT 0%)
1	2-1-1	Structural interventions	
2	2-1-2	Restauration interventions	
3	2-1-3	Railings, fence	
4	2-1-4	Water drainage system	
5	2-1-5	Petrographic and mortars lab tests	
6	2-1-6	Decay maps and 3D model updating	
7	2-1-7	Site organization	
		Other Related Costs	
	TOTAL and All-inclusive PRICE (VAT 0%)		

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 Security²

(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.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:

Name of Bank:

Address:

² 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.