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# INVITATION TO BID

## **Reconstruction works for the modernization of the swimming pool within the "Dinamo Central Sport Club"**

ITB No.: 18/01769

Project: Strengthening capacities of the Ministry of Internal Affairs and its subdivisions for the effective implementation of the sector reform agenda (MIA Project)

Country: Moldova

Issued on: 20 June 2018

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## Section 1. Letter of Invitation

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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 [liuba.livadari@undp.org](mailto:liuba.livadari@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

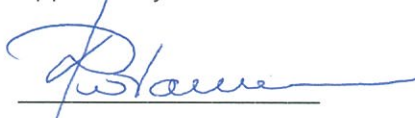


Name: Liliana CATEROV

Title: Procurement Associate

Date: **June 20, 2018**

Approved by:



Name: Dorin ROTARU

Title: ARR/ Head of Operations

Date: **June 20, 2018**

## 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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></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 (<a href="http://www.ungm.org">www.ungm.org</a>). 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 <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></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 <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></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</p>

	members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.
<b>4. Conflict of Interests</b>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <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"> <li>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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <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>B. PREPARATION OF BIDS</b>	
<b>5. General Considerations</b>	<p>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.</p> <p>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.</p>
<b>6. Cost of Preparation of Bid</b>	<p>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.</p>

<b>7. Language</b>	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.
<b>8. Documents Comprising the Bid</b>	8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	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.
<b>10. Technical Bid Format and Content</b>	10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB. 10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified. 10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS. 10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
<b>11. Price Schedule</b>	11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB. 11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
<b>12. Bid Security</b>	12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid. 12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected. 12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid. 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS. 12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of

	<p>any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>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.</li> </ul> </li> </ul>
<b>13. Currencies</b>	<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"> <li>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</li> <li>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.</li> </ul>
<b>14. Joint Venture, Consortium or Association</b>	<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"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <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</p>



	<p>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 be available within one firm.</p>
<b>15. Only One Bid</b>	<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"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>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;</li> <li>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.</li> </ul>
<b>16. Bid Validity Period</b>	<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>
<b>17. Extension of Bid Validity Period</b>	<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>
<b>18. Clarification of Bid (from the Bidders)</b>	<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</p>

	<p>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>
<b>19. Amendment of Bids</b>	<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 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>
<b>20. Alternative Bids</b>	<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>
<b>21. Pre-Bid Conference</b>	<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>
<b>C. SUBMISSION AND OPENING OF BIDS</b>	
<b>22. Submission</b>	<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>
<b>Hard copy (manual) submission</b>	<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> <ul style="list-style-type: none"> <li>i. Bear the name of the Bidder;</li> <li>ii. Be addressed to UNDP as specified in the BDS; and</li> <li>iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ul> <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>
<b>Email and eTendering submissions</b>	<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"> <li>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> <li>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.</li> </ul> <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:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a></p>
<b>23. Deadline for Submission of Bids and Late Bids</b>	<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>
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<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>
<b>25. Bid Opening</b>	<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</p>

	<p>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>
<b>D. EVALUATION OF BIDS</b>	
<b>26. Confidentiality</b>	<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>
<b>27. Evaluation of Bids</b>	<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"> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul> <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>
<b>28. Preliminary Examination</b>	<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>
<b>29. Evaluation of Eligibility and Qualification</b>	<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"> <li>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;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>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;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions</li> </ul>

	<p>against the Bidder; and</p> <p>f) They have a record of timely and satisfactory performance with their clients.</p>
<b>30. Evaluation of Technical Bid and prices</b>	<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 provided in the bid document where required.</p>
<b>31. Due diligence</b>	<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"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<b>32. Clarification of Bids</b>	<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>
<b>33. Responsiveness of Bid</b>	<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>
<b>34. Nonconformities, Repairable Errors and Omissions</b>	<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"> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>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</li> <li>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.</li> </ul> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
<b>35. Right to Accept, Reject, Any or All Bids</b>	<p>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.</p>
<b>36. Award Criteria</b>	<p>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.</p>
<b>37. Debriefing</b>	<p>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.</p>
<b>38. Right to Vary Requirements at the Time of Award</b>	<p>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.</p>
<b>39. Contract Signature</b>	<p>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.</p>

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 <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
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 <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="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&amp;action=default">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&amp;action=default</a>
43. Liquidated Damages	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a>
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</p>

	ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;refer</a> <a href="#">er</a>
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## Section 3. Bid Data Sheet

The following data for the goods and civil work 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	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian, Russian
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	<p><b>Will be Conducted</b>  <b>Web transmission: Skype ID: undp.moldova</b>  Time: <b>14:00</b>, local time (UTC +2)  Date : <b>June 27, 2018</b>  Venue : "Le Roi" Business Centre, 29, Sfatul Tarii Street, 3rd floor, room 305, MD-2012 Chisinau, Moldova.</p> <p>The UNDP focal point for the arrangement is:  Liuba LIVADARI, MIA Project Associate  Telephone : (+373 22) 255-397  E-mail: <a href="mailto:liuba.livadari@undp.org">liuba.livadari@undp.org</a></p> <p>-----  <i>Please, confirm your participation by COB one day before the pre-bid meeting</i></p>
5	16	Bid Validity Period	120 days
6	13	Bid Security	<p><b>Required in the amount of USD 10,000</b></p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> <li>▪ Bank Guarantee (See Form G: Form of Bid Security)</li> <li>▪ Any Bank-issued Check / Cashier's Check / Certified Check</li> </ul>
7	41	Advanced Payment upon signing of contract	Allowed up to a maximum of 20% of contract value

8	42	Liquidated Damages	Will be imposed as follows:  Percentage of contract price per day of delay: 0.25% Max. number of days of delay – 30 calendar days, after which UNDP may terminate the contract.
9	40	Performance Security	Required: 10% of the contract amount (as per Form H: Form for Performance Security)
10	12	Currency of Bid	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Liuba LIVADARI, MIA Project Associate  E-mail address: <a href="mailto:liuba.livadari@undp.org">liuba.livadari@undp.org</a>
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/or Posting on tender webpage
14	23	Deadline for Submission	<b>July 10, 2018, 12:00 local time (UTC +2)</b>
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> Courier/Hand Delivery <input type="checkbox"/> Submission by email <input type="checkbox"/> e-Tendering
15	22	Bid Submission Address	UNDP Moldova 131, 31 August 1989 Street MD-2012, Chisinau, Republic of Moldova  Attention: Registry Office/Procurement
16	22	Electronic submission (email or eTendering) requirements	N/A
17	25	Date, time and venue for the opening of bid	Date and Time: <b>July 10, 2018 2:00 PM, local time (UTC +2)</b> Venue: UNDP Moldova, #131, 31 August 1989 Street, MD-2012, Chisinau, Republic of Moldova
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	August 15, 2018

20		Maximum expected duration of contract	100 days
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Civil Works <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
24		Other Information Related to the ITB	Further information, instructions and/or amendments to the solicitation documents shall be published at the UNDP Moldova tenders website: <a href="http://www.undp.md/tenders/index.shtml">http://www.undp.md/tenders/index.shtml</a>
25		Precondition for release of contract	<ul style="list-style-type: none"> <li>• Submission of the performance security in the format and in the amount required under point 9 above</li> <li>• Provide the list of key personnel that will execute the works, together with their signed CVs (using the format proposed under Form E: Format of technical bid, provided below and also in Word format attached to the announcement) and their valid professional certificates. The requirements toward the key personnel are as follows: <ul style="list-style-type: none"> <li>○ Minimum qualified specialists with at least 3 years of experience in their specific domain, each, required (License should be valid for the Republic of Moldova at the date of presentation): <ol style="list-style-type: none"> <li>1. 1 (one) certified construction foreperson;</li> <li>2. 1 (one) certified electrician;</li> <li>3. 1 (one) certified specialist in heating and ventilation;</li> <li>4. 1 (one) certified water and sewage specialists;</li> <li>5. 1 (one) certified engineer in Automatization.</li> </ol> </li> </ul> </li> </ul> <p><i>(For JV/Consortium/Association, any of the partners may be the employee, or the specialists may be a contribution of all the JV/Consortium/Association partners)</i></p>

## 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	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	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
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	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
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"><li>▪ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; Valid License for construction works (for local companies) or another legal document confirming the authorization for execution of civil works included but not limited to the following type of works: construction, territory and land arrangement, mechanical, electrical, heating and ventilation, automation, water and sewage. International companies interested in providing such works may use one of the following modalities to operate in Moldova:<ul style="list-style-type: none"><li>○ make a Joint Venture/Consortium/Association with a local company which has certified specialists (please refer to relevant information of the ITB: Section 2. Instruction to Bidders, point 14., Section 4: Evaluation Criteria if bid submitted</li></ul></li></ul>	Form B: Bidder Information Form

	<p>as a Joint Venture/Consortium/Association, Section 6, FORM C);</p> <ul style="list-style-type: none"> <li>○ register/hold a legal representation/branch in the country with certified specialists;</li> <li>○ subcontract a local company which owns certified specialists (please refer to relevant <i>Form E: Format of Technical Bid, Section 2.2</i>). The contract (or Statement of intention) for subcontracting of services/works with the local company should be attached as proof);</li> </ul> <ul style="list-style-type: none"> <li>▪ Apply directly, but hire locally certified key specialists (contracts shall be submitted as prove at the moment of the contract signature) as required under <i>point 25 of the Section 3 Bid Data Sheet "Precondition for release of contract"</i>;</li> <li>▪ Tax Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder; Official Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country, if applicable;</li> <li>▪ Written confirmation from the manufacturer of the pool equipment for being available to sell such equipment to the offeror or any of its Joint Venture partners;</li> <li>▪ 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;</li> <li>▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder;</li> <li>▪ Export/Import Licenses, if applicable;</li> <li>▪ Other relevant licenses and certificates.</li> </ul>	
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 3 years of relevant experience in civil engineering/construction.	Form D: Qualification Form
	Minimum 1 (one) implemented contract for construction sites related to swimming pools compliant to the FINA requirements and standards, of similar value, nature and complexity	Form D: Qualification Form

<sup>1</sup> 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>implemented in over the last 3 years: with a value not less than 400,000 US\$ per each construction site;</p> <p><i>(For JV/Consortium/Association, any of the JV/Consortium/Association partners should meet requirement. Please, ensure that confirming documents are attached and it is clear who meets the requirement).</i></p> <p><i>Minimum 2 (two) implemented contracts for construction sites related to civil works implemented in over the last 3 years: with a value not less than 150,000 US\$ per each construction site. (For JV/Consortium/Association, the rest of JV/Consortium/Association partners should meet requirement. Please, ensure that confirming documents are attached and it is clear who meets the requirement).</i></p>	
<b>Financial Standing</b>	<p>Minimum average annual turnover of USD 500,000 for the past 3 years (as per the submitted audited financial statements).</p> <p><i>(For JV/Consortium/Association, lead company only 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><i>(For JV/Consortium/Association, all Parties should meet requirement).</i></p>	Form D: Qualification Form
<b>Technical Evaluation</b>	<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 and submission and non-submission of required documents.</p>	Form E: Technical Bid Form
	<p>Compliance of the pool equipment and accessories with the technical requirements and quality standards included in the Section 5a, point <b>C. Main Technical Requirements for Works and Specialized Equipment.</b></p> <p>The submission of the following documents according to WinSmeta software is mandatory:<sup>2</sup></p> <ul style="list-style-type: none"> <li>▪ Respective Bills of Quantities (as per Annex 2) (F7) dully stamped by the certified cost estimation specialist;<sup>3</sup></li> <li>▪ Duly filled-in Unit Price Catalogue (F5), stamped by the certified cost estimation specialist;</li> <li>▪ Duly filled-in Resource Schedule (F3), stamped by the certified</li> </ul>	

<sup>2</sup> Failure to submit one of the documents will serve grounds for disqualification.

<sup>3</sup> When developing BoQs, please be guided by the National Regulatory Framework in Construction as per NCM L.01.01-2012 and Regulation on the procurement of public works (<http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=347161> [http://mdrc.gov.md/public/files/NCM\\_L01.01\\_PROIECT.pdf](http://mdrc.gov.md/public/files/NCM_L01.01_PROIECT.pdf), <http://lex.justice.md/md/295702/> ).

Sever deviations from the provisions of these documents will serve grounds for disqualification:

- Changes in codes for works required\*;
- Changes in the volume of works required\*;
- Changes in the volumes of resources in the norms of materials, human power and tools\*;
- Changes in coefficient for norms\*;
- Proposing the human power remuneration below the minimum required by the National Legislation in force (besides the situation when a respective proof from relevant authorities is obtained and presented, according to INFORMATION No. 864 of 12.05.2017 on determining the value of construction objects since May 1, 2017 - p. 2 <http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=364917> ).

	cost estimation specialist.	
<b>Financial Evaluation</b>	<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 warranty).</p> <p>Comparison with budget/internal estimates.</p>	Form F: Price Schedule Form

## Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities

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### A. Background Information

#### 1. General Overview:

The **Objective** of the UNDP/MIA Project is to contribute to the enhancement of the operational and functional framework of MIA for the efficient, transparent and inclusive implementation of the sector reform agenda in the areas of public order, civil protection, border security, migration and asylum in compliance with the national priorities and international commitments improving the effectiveness in designing and implementation of sectoral policies and services addressing the needs of men and women in Moldova. The actions of the project will facilitate the creation of the viable gender sensitive nationwide mechanism ensuring an appropriate preparedness of state authorities to respond to events that pose a direct threat to public order and national security through a coordinated interaction.

The expected **outcome** of the Project is to enhance the MIA and its sub-divisions capacities, equip them with instruments and tools to implement the sector reform agenda in line with the national priorities and international commitments improving the effectiveness in designing and implementation of policies addressing the needs of men and women in the Republic of Moldova.

#### 2. Specific Context:

An analysis of the Ministry of Internal Affairs of the Republic of Moldova (MIA) over the past years showed an alarming situation especially regarding death rates among youth, caused by drowning in the aquatic areas of the country. According to the statistical data provided by MIA, the average trend on the annual number of drownings keeps rising during the last years.

A detailed analysis of drowning cases disaggregated by gender and age, shows that during the past two years, along with the overall ascending trend in the total number of drownings, a dramatical increase of drownings among females and minors was recorded. Thus, in **2015** there have been registered 144 cases, including 4 females and 14 minors, while in **2016** – their number increased to 185 cases, including 29 females and 23 minors. During the first six months of the **2017**, there drowned 8 females and 12 minors. According to recent global studies, Moldova ranks 44th out of 172 globally evaluated countries on cases of drowning.<sup>4</sup>

The situation is partially affected due to the **lack of an adequate policy and normative framework** on preventing drowning, of the preventive mechanisms, such as teaching swimming at schools or comprehensive awareness raising, and also there is no appropriate training facilities for rescuers and divers.

To address the issue of human security in general and of high incidence of human drownings, UNDP in partnership with the MIA, launched the project “**Strengthening capacities of the Ministry of Internal Affairs and its subdivisions for the effective implementation of the sector reform agenda**”. One of the components of the project aims at the establishment of a Training facility for rescues and divers by the refurbishment of the existing swimming training facility “Central Dinamo Sport Club” that belongs to the Ministry of Internal Affairs. The immediate task of the project is to reconstruct the MIA Dinamo Swimming Centre designated for life skills training for Specialized Public Institutions’ staff, as well as for the population in the vicinity. Additionally, the reconstructed swimming infrastructure must be able to host

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<sup>4</sup> <http://www.worldlifeexpectancy.com/cause-of-death/drownings/by-country/>



national swimming competition, accordingly to the International Swimming Federation (FINA) standards. The upgraded facility will offer better conditions for effective training courses and drowning cases simulation: first aid and rescue. It also will promote the swimming related sport activities. Besides enhancing MIA's capacity, this activity will include clear benefits for youth, men and women belonging to vulnerable groups.

The modernization of the Dinamo Swimming Centre includes the reconstruction with the application of modern technologies including the change of the filtration and treatment system. According to the modernization concept, it is proposed to repair the swimming pool using modern materials - stainless steel alloys (with the application of a waterproofing membrane), placed on a structure of metallic shells on the reinforced concrete walls of the pool. At the same time according to the conclusions and recommendations of the Technical Expert Report nr. 297-07-17/T of 22.08.2017, it is necessary to carry out some reinforcement of the technical basement. Along with the mentioned technical expertise, the UNDP Project has developed the detailed technical documentation and BoQ for the reconstruction of the Dinamo Swimming infrastructure (Annex 1).

## B. Scope of Works

UNDP seeks companies or a consortium of companies which have proven experience in carrying out construction/reconstruction works of swimming pool according to the FINA requirements and standards. The scope of works is to carry out dismantling works, reinforcement works, internal finishing works, installation of electrical systems, ventilation system, water treatment and distribution systems, stainless steel plating of existing concrete pool, land improvement, preliminary and final commissioning of one (1) infrastructural project situated in Chisinau, 23 Gheorghe Asachi Str.

Transportation of materials shall be the responsibility of Contractor. Residues formed as a result of civil works undertaken will be evacuated by the Contractor to authorized dumps.

Detailed technical specifications-and BoQ for required works are described in Annexes 1 to the present Invitation to Bid. The Contractor shall furnish all labor, materials, equipment, supplies, transportation, machinery, tools and travel necessary to perform this contract and execute all the works in accordance with local and international standards and requirements in constructions.

It is envisaged that the works include the following activities:

- **Reconstruction works and installation of required equipment:** dismantling works, reinforcement works, internal finishing works, installation of electrical systems, ventilation system, water treatment and distribution systems, stainless steel plating of existing concrete pool, land improvement etc.
- **Commissioning** of all supplied systems, equipment, materials and construction works including making required training and performance test measurements.

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

### • Sites

Item No.	Project's Name	Location	Contact Person
1	Reconstruction of Dinamo Swimming Centre	"Dinamo Central Sport Club", 23 Gh. Asachi., Chisinau, Moldova	Viorel Albu, Project Manager, <a href="mailto:viorel.albu@undp.org">viorel.albu@undp.org</a>

**Site visits:** Bidders are recommended to visit and examine the Site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract. Bidders should arrange site visits at their own cost and shall coordinate the site visits with the following contact person from UNDP: Viorel Albu, Project MIA Project Manager ([viorel.albu@undp.org](mailto:viorel.albu@undp.org)).

### **C. Main Technical Requirements for Works and Specialized Equipment**

#### **GENERAL PREPARATORY AND RECONSTRUCTION WORKS**

Under the current tender the following reconstruction works are proposed to be undertaken: Reconstruction and reinforcement works of the technical room for water treatment system (BoQ 2-2); Reinforcement works of swimming pool (BoQ 2-3); Ventilation System (BoQ 2-4); Internal Power Supply System (BoQ 4-1); External power supply and lighting system (4-2); Land Improvement Works (BoQ 7-1), as well as Water Treatment and Distribution Systems and stainless steel plating of existing concrete pool (B0Q 2-1).

All technical solutions and works will be performed in line with the technical documentation no. RFQ17-01598, developed by „APCAN Project” S.R.L. Company, License A MMII 037397 of 25.05.2011; the Technical Specifications announced for this tender, as well as local normative documents: NCM G.03.02:2015 "External sewerage networks and installations"; СНиП 3.02.01-87 "Constructions in the ground, foundations and basement "; СНиП II-89-80 "General plans for industrial enterprises "; СНиП III-4-80 "Labor security in constructions ".

#### **POOL TECHNOLOGY REQUIREMENTS**

##### Pool walls and overflow gutters

Modular panels (max. width 900 mm) made of stainless steel AISI 441 (1.4509; X2CrTiNb18) laminated with hard PVC. In-factory lamination and prefabrication process accordingly to EN 1993 Eurocode 3, EN ISO 9227, EN 15836. Lamination of steel panels on site not allowed.

All necessary support and reinforcement profiles, made of AISI 470 (1.4613; X2CrTi24). Steel welding on site not allowed.

Octagonal starting blocks in AISI 316 L stainless steel with blue antislip treatment.

All fixing devices, such as anchors for equipment, handgrips, etc. anchored inside the overflow gutter. Anchoring into concrete pool deck not allowed.

Gutter drains installed within the gutter system. Water inlets installed on the pool floor.

##### Pool floor

Concrete floor built by main construction company, according to geometrical and tolerance indications of pool supplier. Waterproofing by special, double layer, reinforced PVC membrane of minimum 2 mm thick with a special surface coating preserving the original colour for at least 5 years, installed and connected to pool walls and bottom drains by pool supplier. Compliant to EN 15836.

Pool colour has to be light blue for wall stainless steel panels and floor reinforced PVC membrane. The colour of the pool must be additionally coordinated with the beneficiary prior installation.

#### **WATER DISTRIBUTION SYSTEM TECHNOLOGY REQUIREMENTS**

All items of the water distribution system in contact with the pool tank (walls, floor, gutters) described below shall be compliant to European Union standards EN 13451-1 to 11 (Swimming pool equipment. General safety requirements and test methods) norm.

### Inlet system

Floor Inlets with Radial Distribution accordingly to EN 13451-1:2011 paragraphs 4.4.1, 4.5, 4.6, 4.7, 4.9, 4.11, 6.1, 6.2, EN 13451-3:2013 paragraphs 4.3, 4.6.1. Supplied inlet system has to be implemented in a way to fulfil simultaneously both of the following conditions:

- a) Avoid formation of streams or currents inside each lane, which exceed the limit values allowed by FINA FR 2.12 at latest revision at order date.

On request, supplier has to prove correct the system according to points 3.1a and 3.1b by means of an appropriate simulation program (3D computational fluid dynamics).

### Outlet system

Outlet system shall be integrated into the overflow gutter of the pool. Dropouts shall be implemented in suitable number and size, in order to prevent overflow gutters to fill up more than 75 % of their depth. Drainage system

Bottom Drain system has to be compliant to EN 13451-1 paragraphs 4.4.1, 4.5, 4.6, 4.7, 4.8.3, 4.9, 4.11, 6.1, 6.2, EN 13451-3 2001 paragraph 4.3, EN 13451-3-2012 paragraph 4.6.2;

## **WATER TREATMENT SYSTEM REQUIREMENTS:**

### Filtration system

Sand or regenerated media filtration systems, manual or automatic, are accepted as long as the min. recirculation times foreseen by national rules are respected and volumetric water flow on each inlet nozzle is perfectly balanced.

### Disinfection system

The system shall be suitable to allow the measurement of chemical parameters of pool water (pH and free chlorine) and automatic dosing of chemicals (acid and chlorine). It shall be completely pre-mounted on a panel and include:

- A controller indicating values on an alphanumeric backlit LCD display in the pre-set operating language to facilitate the use during both operating and programming. Keyboard easy to use, the controller shall be connectable via modem to a dedicated web site to display the operating parameters of the pool.
- A pH sensor, gel filled, non-rechargeable, with glass shaft and ceramic diaphragm; 120 mm installation length, with SN6 plug-in head and internal thread PG 13.5; Measuring range: 2...12. Temperature range: 0 ... 60 ° C. Working pressure up to 3 bars.
- An amperometric sensor for selective measurement of free chlorine in water. The sensor allows the measuring of organic chlorine-based disinfectants, e.g. cyanuric acid derivatives. The sensor shall be equipped with automatic temperature compensation.
- An in-line probe housing in transparent PVC with Viton® seals and fittings, or equal, for 8 x 5 pipe, wall mounting, flow control sensor included.
- No. 1 solenoid diaphragm chlorine dosing pump, controlled by a microprocessor. Warning lights for operation and empty/fault signal. Complete with suction lance with one-stage level switch and dosing valve; bleed valve. Flow rate 8 l/h, max backpressure 3 bar.
- No. 1 solenoid diaphragm acid dosing pump, with the same characteristics as above. Flow rate 4 l/h, maximum backpressure 7 bar.
- Power supply: 230V AC, 50 Hz.
- Min. set of accessories should include:
  - 2 dosing valves in PVC/Viton® thread ½", or equal.
  - 10 mt. of discharge pipe with special connector 10x4 in PVC.
  - 10 mt. pipe 8x5 in PE for sample water connection.

- 2 suction lances 8x5 PVC suitable for the tanks of 100 – 500 Lt.
- 2 buffer solution (pH4, pH7) for calibrating of the pH sensor.
- electrolyte gel for chlorine sensor.
- wall plugs.

#### Pumping system

Pumps and pre-filters shall be suitable to operate with chlorinated pool water. At least one spare pump shall be provided in addition to the operating pumps.

### **D. Management arrangements**

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

### **E. Training**

The Contractor will be in charge of line testing and demonstration of equipment performance indicated in the bid. The Contractor should plan and deliver, at his own cost, an on-site training for the staff (maximum 5 persons). It will also provide phone consultations for 30 calendar days from the final receipt date. During this period, at the request of the beneficiary, the contractor will, if necessary, ensure at least 2 on-site visits to provide the necessary consultations. The training should be provided in Romanian (or Russian where required) language or with interpretation in Romanian, if applicable. The training should include a maximum of 8 hours of basic training regarding the overall functionality, key system controls, maintenance requirements, safety standards, etc.

### **I. Implementation Timeframe and Required Deliverables**

The overall term of execution of works in the Contract is spread over **100 calendar days**, 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:

	<b>Deliverables</b>	<b>Timeframe</b>
<b>1</b>	Accomplishment all preparatory equipment's pre-installation reconstruction works included in (BoQ chapters nr. 2-2; 2-3; 2-4; 4-1; 4-3).	<b>within 40 calendar days</b> from contract signature.
<b>2</b>	Accomplishment of all equipment installation and testing works included in BoQ chapter nr. 2-1: Pool technology, water treatment and distribution systems.	<b>within 70 calendar days</b> from contract signature.
<b>3</b>	Accomplishment of land improvement works, and external power supply and external lighting system, accordingly to the BoQ chapter nr. 4-2 and 7-1.	<b>within 85 calendar days</b> from contract signature.
<b>4</b>	Preliminary Commissioning at the stage of works finishing.	<b>within 90 calendar days</b> from contract signature.
<b>5</b>	Final Commissioning of construction works, including training of end users.	<b>within 100 calendar days</b> from contract signature.

### **F. 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.

#### **G. Warranty Period**

The Warranty period on works shall commence upon the Take Over and last minimum 36 (thirty-six) month.

The equipment shall be covered by at least 60 (sixty) months warranty. In the event that any part is repaired and/or replaced within warranty period, for that single part new 36-month warranty period starts from the date of repair/replacement. However, the overall duration of warranty shall be limited to maximum 60 months in total for parts that are being replaced or repaired, counted from date of the Take Over. The required warranty on stainless steel alloys is minimum 10 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:

Delivery Term [INCOTERMS 2010]	DAP
Exact Address of Delivery/Installation Location	Please refer to Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities
Mode of Transport Preferred	Land
UNDP Preferred Freight Forwarder, if any <sup>5</sup>	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Customs, if required, clearing shall be done by:	Supplier
Ex-factory / Pre-shipment inspection	The contractor is responsible for the quality of materials and equipment used for the reconstruction site.
Inspection upon delivery	The contractor is responsible for the quality of materials and equipment used for the reconstruction site.
Installation Requirements	The contractor will install all the equipment required by tender documents.
Testing Requirements	The contractor will test all the equipment installed as per the requirements of tender documents.
Scope of Training on Operation and Maintenance	The contractor will train the beneficiary on operation and maintenance of the renovated swimming pools and related equipment installed by the company. Please see <i>Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities</i> .
Commissioning	Preliminary and final commissioning of the works must be initiated by the Supplier. Please see <i>Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities</i>
Warranty Period	<ul style="list-style-type: none"> <li>▪ Warranty on works and materials minimum 36 (thirty-six) months;</li> <li>▪ Warranty on equipment minimum 60 (sixty) months;</li> <li>▪ Warranty on stainless steel alloys minimum 10 years;</li> </ul> <p><i>As per the requirements of Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities.</i></p>

<sup>5</sup>A factor of the Incoterms stipulated in the ITB. The use of a UNDP preferred freight forwarder may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.

Local Service Support	The company will offer necessary support regarding the use and exploitation of installed equipment and swimming facility functioning.
Technical Support Requirements	The contracted company will offer necessary technical support and expertise related to the renovated swimming pools and related equipment installed by the company.
After-sale services Requirements	The contractor will ensure a prompt reaction to eliminate any difficulties as per required warranty. The contracted company will eliminate any infrastructure damages subject of quality guaranty in a maximum one month from the moment of written notification.
Payment Terms <i>(max. advanced payment is 20% as per UNDP policy)</i>	<ul style="list-style-type: none"> <li>▪ Max of 20% upon contract signature</li> <li>▪ Installments will be paid upon written acceptance of works by UNDP.</li> </ul>
Conditions for Release of Payment	<input type="checkbox"/> Pre-shipment inspection <input type="checkbox"/> Inspection upon arrival at destination <input checked="" type="checkbox"/> Installation <input checked="" type="checkbox"/> Testing <input checked="" type="checkbox"/> Training on Operation and Maintenance <input type="checkbox"/> Others <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Romanian and/or Russian

## Section 6: Returnable Bidding Forms / Checklist

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

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

### Technical Bid:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ 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	N/A at the stage of bid submission
▪ Form I: Form for Advanced Payment Guarantee	N/A at the stage of bid submission
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<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:	[Insert ITB Reference Number]		

We, the undersigned, offer to supply the goods and related services required for the Reconstruction works for the modernization of the swimming pools within the "Dinamo Central Sport Club" in accordance with your Invitation to Bid No. ITB 18/01769 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 Terms and Conditions for Works and in accordance with the Schedule of Requirements and Technical Specifications/Bill of Quantities.

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

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>Does your organization demonstrate 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</b>	[Complete]
<b>Is your company a member of the UN Global Compact</b>	[Complete]
<b>Contact person that UNDP may contact for requests for clarifications during Bid evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]

**Please attach the following documents:**

- Company Profile, which should not exceed fifteen (15) pages, including, printed brochures and product catalogues relevant to the goods and/or services being procured
- Certificate of Incorporation/ Business Registration
- Copy of License for provision of construction services including Annex;
- 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
- The latest Financial Statement (Income Statement and Balance Sheet) including: Auditor's Reports (for international companies) or registered Financial Report at the Statistical Bureau (for local companies) for the past 3 (three) years for the Bidder; *(as per Form D: Eligibility and Qualification Form)*
- Official Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country, if applicable;
- Details of Previous Relevant Experience within the last 3 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)*;
- Employer's statements confirming satisfactory performance by the Bidder, issued within the past 3 years *(as per Form D: Eligibility and Qualification Form)*;
- 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 *(as per Form E: Format of Technical Bid)*;
- Combined Work time schedule, work human-power schedule for execution of contract and project cash flow *(as per Form E: Format of Technical Bid, point 2.4)*;
- Quality Certificate (availability of ISO2001 etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any, or quality manual, full copy, including the Contract with laboratory;  
*(For local companies: the quality manual, full copy, including the Contract with laboratory, or the State Inspection Notice for participation in the tender available on the date of bid submission)*
- 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

	<p>equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures</p> <ul style="list-style-type: none"><li>▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li><li>▪ Export Licenses, if applicable</li><li>▪ Trade name registration papers, if applicable</li><li>▪ Local Government permit to locate and operate in assignment location, if applicable</li></ul>
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## Form C: Joint Venture/Consortium/Association Information Form

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

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

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

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

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

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

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## Form D: Eligibility and Qualification Form

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

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

### History of Non- Performing Contracts

<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

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.

Please list only previous similar assignments successfully completed in the last 3 years, among which minimum 1 (one) construction site related to swimming pools compliant to the requirements and standards of The Federación Internacional de Natación (FINA), of similar value, nature and complexity implemented over the

last 3 years with a value not less than 400,000 US\$ per construction site.

*(For JV/Consortium/Association, any of the JV/Consortium/Association partners should meet requirement. Please, ensure that confirming documents are attached and it is clear who meets the requirement).*

*Minimum 2 (two) implemented contracts for construction sites related to civil works implemented in over the last 3 years: with a value not less than 150,000 US\$ per each construction site. (For JV/Consortium/Association, the rest of JV/Consortium/Association partners should meet requirement. Please, ensure that confirming documents are attached and it is clear who meets the requirement).*

Required Supporting documents:

- ☐ Attached is the Acceptance Note of executed works submitted for the construction site(s) presented as similar experience, including the contract value (in case it is not mentioned in the Note, please, attach Contract or other document to prove the value of the project site). (as per above requirements)

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

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value (in USD)	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 2 (two) Clients or more in terms of contract value issued within the past 3 years (Non-dated statements will not be considered).

## Financial Standing

<b>Annual Turnover for the last 3 years</b>	Year	USD
	Year	USD
	Year	USD
<b>Latest Credit Rating (if any), indicate the source (if not applicable, indicate N/A)</b>		

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

Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed. No statements for partial periods shall be accepted.



## Form E: Format of Technical Bid

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

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

### SECTION 1: Bidder's qualification, capacity and expertise

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

### SECTION 2: Scope of Supply, Technical Specifications, Bill of Quantities, 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 civil works and equipment, 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.

*In case of a subcontract for works which will exceed 30% of the total offer and/or if your Company is intending to subcontract special works on networks (electricity, water & sewerage, water filtration and disinfection, low voltage networks, heating, ventilation and conditioning, etc.) additional documents are submitted:*

- ☐ Subcontractor's Certificate of Registration of the business attached;
- ☐ Copy of License for provision of services, including Annex attached;
- ☐ Contract (or Statement of intention) for subcontracting of services/works indicating the ratio of services/works to be made by the Subcontractor out of the total volume of works attached;
- ☐ Proof of similar experience (in terms of services/works to be executed) confirmed by at least two (2) Acceptance Notes of executed works (Final Commissioning Reports for local companies) attached.

- 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, work human-power schedule.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

No.	Civil works to be performed Technical Specifications /Bill of Quantities	Your response					
		Compliance with technical specifications		Delivery Date		Licenses, etc. (indicate all that apply and attach)	Comments
		Yes, we comply	No, we cannot comply (indicate discrepancies)	Expected delivery period,	(confirm that you comply or indicate your delivery date)		
1	Accomplishment all preparatory equipment's pre-installation reconstruction works included in (BoQ chapters no. 2-2; 2-3; 2-4; 4-1; 4-3).			<b>within 40 calendar days</b> from contract signature.			
2	Accomplishment of all equipment installation and testing works included in BoQ chapter no. 2-1: Pools technology, water treatment and distribution systems.			<b>within 70 calendar days</b> from contract signature.			
3	Accomplishment of land improvement works, and external power supply and external lighting system, accordingly to the BoQ chapter no. 4-2 and 7-1.			<b>within 85 calendar days</b> from contract signature.			
4	Preliminary Commissioning at the stage of works finishing.			<b>within 90 calendar days</b> from contract signature.			
5	Final Commissioning of construction works, including training of end users.			<b>within 100 calendar days</b> from contract signature.			

Other Related services and requirements (based on the information provided in Section 5b)	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply (indicate discrepancies)	
▪ Warranty on works and materials minimum 36 (thirty-six) months;			
▪ Warranty on equipment minimum 60 (sixty) months;			
▪ Warranty on stainless steel alloys minimum 10 years;			

### Mandatory documents to be submitted:

All those listed in Section 2 Data Sheet, Section 4 Evaluation Criteria and relevant ITB forms (e.g. Form B: Bidder Information Form, Form C: Joint Venture/Consortium/Association Information Form etc.).

### 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.

CVs should demonstrate qualifications in areas relevant to the scope of civil works.

### Format for CV of Proposed Key Personnel (precondition for release of contract, as per p.25 of Section 3 Bid Data Sheet)

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/Qualifications</b>	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
<b>Professional certifications</b>	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> <ul style="list-style-type: none"><li>▪ Name of institution: [Insert]</li><li>▪ Date of certification: [Insert]</li></ul>
<b>Employment Record/Experience</b>	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
<b>References</b>	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert]  Reference 2: [Insert]

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

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Signature of Personnel

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Date (Day/Month/Year)

## FORM F: Price Schedule Form

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

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

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

**Currency of the Bid:** USD, VAT exclusive

### Price Schedule

Item #	Description	Unit	Unit Price *	Quantity Required	Total Price per item <u>VAT exclusive</u>
2-1	Water treatment / filtration station - Technology. (Sand manual filtration).	US\$		1	
2-2	Water treatment / filtration station – Resistance	US\$		1	
2-3	Swimming pool renovation – Resistance	US\$		1	
2-4	Ventilation - ST.IV	US\$		1	
4-1	Water treatment / filtration station. Reconstruction of power supply networks (REAE)	US\$		1	
4-2	Water treatment / filtration station. Reconstruction of electrical equipment and lighting (IEI/EEF)	US\$		1	
4-3	Reconstruction of outdoor lighting (IEE)	US\$		1	
7-1	General plan. Land improvement works.	US\$		1	
<b>TOTAL (VAT exclusive)</b>					

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.**

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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 the civil works [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 Security<sup>6</sup>

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

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

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

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

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

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

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

### 47. SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:

Name of Bank:

Address:

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<sup>6</sup> 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.*