



REQUEST FOR QUOTATION (RFQ)

RFQ Reference: RfQ-21/02357: Re-advertisement - EU CBM: Provision of technical surveillance services for "Conservation and restauration works at Bender Fortress, Phase 1"	Date: 07 September 2021
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SECTION 1: REQUEST FOR QUOTATION (RFQ)

UNDP kindly requests your quotation for the provision of goods, works and/or services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated in Section 2. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Issued by:

Signature: Denis Suschevici

Name: Denis Suschevici

Title: Head of Procurement and Operational Support Unit

Date: 07 September 2021

SECTION 2: RFQ INSTRUCTIONS AND DATA

Introduction	<p>Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement</p> <p>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 RFQ.</p> <p>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>
Deadline for the Submission of Quotation	<p>14 September 2021, 16:30, EET (Eastern European Time, GMT +2)</p> <p>If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/.</p> <p>For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</p>
Method of Submission	<p>Quotations must be submitted as follows:</p> <p><input checked="" type="checkbox"/> E-tendering</p> <ul style="list-style-type: none"> File Format: PDF, JPG, PNG, ZIP, DOC, DOCX, XLS, XLSX File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. It is recommended that the entire Quotation be consolidated into as few attachments as possible. The bidder should receive an email acknowledging email receipt. <p>For eTendering method, click the link https://etendering.partneragencies.org and insert Event ID information</p> <ul style="list-style-type: none"> Insert BU Code: MDA10 and Event ID number 0000010340 <p>If you have never registered in the system before, you can register by visiting the above link, sign in with username below, and follow the instructions in the user guide:</p> <ul style="list-style-type: none"> Username: event.guest Password: why2change <p>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: https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders.html</p>
Cost of preparation of quotation	<p>UNDP shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.</p>
Supplier Code of Conduct, Fraud, Corruption,	<p>All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p> <p>Moreover, 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 to observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_an_dinvestigation.html#anti</p>
Gifts and Hospitality	<p>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</p>

	<p>invitations to extravagant lunches, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p>
Conflict of Interest	<p>UNDP requires every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. Bidders shall 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.</p> <p>Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ.</p> <p>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 RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
General Conditions of Contract	<p>Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the General Conditions of Contract</p> <p>Select the applicable GTC:</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions for Contract.</p> <p>Applicable Terms and Conditions and other provisions are available at UNDP/How-we-buy</p>
Special Conditions of Contract	<p><input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 1 calendar month</p> <p><input checked="" type="checkbox"/> Liquidated damages will be imposed as follows:</p> <p>In case the services are not completed within the set delivery period (180 days), 2.5% of the total contract amount will be deducted out of the final invoice for each week of delay.</p> <p>Max. number of weeks of delay 4.</p> <p>Once the total amount of liquidated damages is equal to 10% of the total contract amount, UNDP may terminate the contract.</p>
Eligibility	<p>A vendor who will be engaged by UNDP may 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. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP.</p> <p>It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p> <p>Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative</p>
Currency of Quotation	<p>Quotations shall be quoted in USD</p>
Joint Venture, Consortium or Association	<p>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, Consortium or Association.</p>

	Refer to Clauses 19 – 24 under Solicitation policy for details on the applicable provisions on Joint Ventures, Consortium or Association.
Only one Bid	<p>The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association. Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <p>a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</p> <p>b) they have the same legal representative for purposes of this RFQ; or</p> <p>c) 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 RFQ process;</p> <p>d) 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</p> <p>e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</p>
Duties and taxes	<p>Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:</p> <p>All prices must:</p> <p><input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</p>
Language of quotation	<p>Romanian, Russian or English</p> <p>Including documentation including catalogues, instructions and operating manuals.</p>
Documents to be submitted	<p>Bidders shall include the following documents in their quotation:</p> <p><input checked="" type="checkbox"/> Duly filled-in Submission Form (as per Annex 2);</p> <p><input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1;</p> <p><input checked="" type="checkbox"/> Company profile (short info up to 5 pages);</p> <p><input checked="" type="checkbox"/> Copy of Company's Registration Certificate;</p> <p><input checked="" type="checkbox"/> Income Statement and Balance Sheet for the past two years;</p> <p><input checked="" type="checkbox"/> Copy of License available for Transnistria region (including Annex to the License) for provision of construction/design (must mention the technical surveyance) works;</p> <p><input checked="" type="checkbox"/> List of completed and/or ongoing contracts for similar technical surveyance sites (in terms of types conservation/restoration/construction undertaken within the past ten (10) years, indicating beneficiary (including contact details), contract amount and period of execution);</p> <p><input checked="" type="checkbox"/> List of qualified key personnel, together with CVs and professional certificates (valid at the date of presentation)*;</p> <p><input checked="" type="checkbox"/> Chart for provision of services (Work Time Schedule) for example GANTT;</p> <p><input checked="" type="checkbox"/> Written declaration regarding any past and current litigation during the last five (5) years (in which the bidder is/was involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded) or lack of such (if the case);</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</p> <p>*) for legal entities originated from the left bank of Nistru the certification of specialists shall be confirmed by presenting the copies of graduation certificate and employment history book.</p>
Quotation validity period	Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation.

Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Alternative Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> The Contractor shall submit invoices based on progress reports (reflecting the performed services and accepted by UNDP through the "Progress Reports").
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services, based on full compliance with contract requirements
Contact Person for correspondence, notifications and clarifications	E-mail address: Vladimir.paraschiv@undp.org Attention: Quotations shall not be submitted to this address but to the address for quotation submission above. Otherwise, offer shall be disqualified. Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Clarifications	Requests for clarification from bidders will not be accepted any later than 3 days before the submission deadline. Responses to request for clarification will be communicated by publishing directly on eTendering.
Evaluation method	<input checked="" type="checkbox"/> The Contract or Purchase Order will be awarded to the lowest price substantially compliant offer
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1; <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract; <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ¹ ; <input checked="" type="checkbox"/> Availability of license and accreditation for technical supervision services for Transnistria region; <input checked="" type="checkbox"/> Minimum 10 years of experience in the field of technical supervision in conservation/restoration/rehabilitation ; <input checked="" type="checkbox"/> Minimum 3 similar (in terms of type conservation/restoration/rehabilitation works) technical supervision sites undertaken on both banks of Nistru river or internationally in over the past 10 (ten) years with a value not less than 30,000 US\$ each; <input checked="" type="checkbox"/> Maximum delivery period not to exceed 180 calendar days, within the projects implementation duration of 450 calendar days, upon signature of contract and from the moment the Contractor was given access to the construction site; <input checked="" type="checkbox"/> Sufficient human resources capability to qualitatively and timely execute the works – minimum key-personnel: - 1 (one) Technical supervisor with the corresponding attestation certificate. <u>The CV shall contain proof of technical supervision for restoration/conservation/rehabilitation experience.</u> <u>Academic Qualifications:</u> <ul style="list-style-type: none"> University degree or equivalent in technical/engineering/constructions studies; <u>Experience:</u> <ul style="list-style-type: none"> Minimum of 10 years of progressively responsible professional experience in the area of constructions, infrastructure development projects.

¹ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

	<ul style="list-style-type: none"> • Minimum 5 year of progressive experience as a technical supervisor in civil engineering of a large scale projects. • Fluency in Romanian and Russian languages mandatory. Working knowledge of English (or your company pays a translator). • Computer literacy (MS Word, Internet) mandatory. • <u>Attestation certificate (for companies on the right bank of river Nistru)</u> and for the legal entities originated from the left bank of Nistru the certification of specialist shall be confirmed by presenting CV, copies of graduation certificates and employment history book copies. <p>Will serve grounds for disqualification:</p> <p><input checked="" type="checkbox"/> Failure to submit one of the following documents:</p> <ul style="list-style-type: none"> • Duly filled-in Submission Form (as per Annex 2); • Technical and Financial Offer (as per Annex 3) <p>Serious deviations from the provisions of these documents will serve grounds for disqualification.</p>
Right not to accept any quotation	UNDP is not bound to accept any quotation, nor award a contract or Purchase Order
Right to vary requirement at time of award	At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, 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.
Type of Contract to be awarded	<input checked="" type="checkbox"/> Contract Face Sheet
Expected date for contract award.	20 September 2021
Publication of Contract Award	UNDP will publish the contract awards on the websites of the CO https://sc.undp.md/tndarchive/
Policies and procedures	This RFQ is conducted in accordance with UNDP Programme and Operations Policies and Procedures
UNGM registration	Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at www.ungm.org . The Bidder may still submit a quotation 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.

ANNEX 1: TERMS OF REFERENCE

Technical Supervision Company for surveillance services for “Conservation and restauration works at Bender Fortress, Phase 1”

PROJECT TITLE: European Union Confidence Building Measures V Programme (EU-CBM V)

1) BACKGROUND

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

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

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

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

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

The Bender fortresses is a cultural heritage object which is on the list of Cultural heritage objects that are under the protection of Moldavian Government. After the full restoration, the fortress will become a heritage object of regional importance. All planed interventions will be done in strict accordance with the international and local regulations in field of conservation and restoration of cultural heritage sites.

In 2019 the EU-CBM Programme has contracted an international company to carry out a technical expertise and a detailed design for the first phase of conservation and restauration works at Bender fortress. As a result, it was found out that there is a portion of the Bender fortress complex which is in an advanced state of degradation and requires emergency intervention to avoid possible collapse.

Based on technical expertise conclusions, the same international company that has developed technical expertise, also has developed the detailed design documentation for the intervention on urgent sectors/portions of the Bender fortress.

In 2021, based on detailed technical design and BoQ, EU CBM contracted an international company to provide conservation and restauration works at Bender fortress.

1. SCOPE OF WORKS

EU-CBM Program is looking for a local technical surveillance company with demonstrated experience in the field of technical supervision of large-scale objects in the Republic of Moldova and outside the country to carry out the technical surveillance of restauration/conservation works of Bender Fortress (first phase).

According to the construction regulations in Transnistrian region, all the civil works must undergo technical supervision, conducted by specialized companies with required licenses to conduct specific types of supervision. The technical supervision is required in this context as to ensure that all the used works and materials correspond to the current standards and norms, as required by the regulations, specifically the Law No. 721-XIII of 02.02.1996 of the Republic of Moldova on Quality in Constructions and others. The technical supervision issues certificates of correspondence that are used at commissioning and accepting of works. In this regards UNDP is seeking to hire an experienced Civil Engineer Company to conduct independent and professional monitoring and checks of the quality, cost-efficiency and timeliness of the conservation and restauration works up to commissioning of the works to the beneficiaries.

The Technical Supervisor Company will be also in charge for specific areas of expertise to assure the Employer, that the Contractor is properly fulfilling all the project requirements, performing the Works with due diligence, and managing his operations aiming at finalizing the project in accordance with stipulated requirements.

The backstopping and Quality Management responsibilities of the Technical Supervisor Company shall include, but are not limited to, maintaining control and overview of, the Contractor's design responsibilities, his preparation of construction drawings, his QA/QC plan and system, quality of the works and workmanship and relevant and applicable laws, regulations and standards.

The assignment will require the completion of the following tasks:

- 1.Set up of a Quality Assurance Management System for supervision of restoration conservation works;
- 2.Jointly with the Contractor's and Designer's Representatives review the design;
- 3.Set up a site supervision schedule and method of communication with authorized site representative of the Contractor and relevant local authorities;
- 4.Jointly with Beneficiary organize handing over of the construction site to the Contractor;
- 5.Perform direct on-site supervision of the quality of works and monitoring of implementation progress;
- 6.Establish and manage, jointly with selected entrepreneur and design representants a programme of test works to be carried out at independent laboratories (cost of the laboratory testing will be supported by entrepreneur);
- 7.Review the detailed programme of works submitted by Contractor;
- 8.Organize regular monitoring site meetings (at least on a weekly basis);
- 9.Maintaining control and countersign the volumes of executed works, in conformity with approved design documentation. All the original documents should be timely presented to the Project Manager/project officer;
- 10.Examine designer's BoQs and identify the gaps not covered by the design or budget;
- 11.Supervise drafting and clearance of the bills of quantities;
- 12.Assist the Project manager and officer in the acceptance and/or approval of submissions required from the Contractor, including, but not limited to: key staff appointments, insurances, guarantees warranties, licenses, construction authorizations, programmes, method statements, traffic management plans, safety

measures, suppliers and certified materials for incorporation in the works, the quality assurance and control plans, laboratory provisions and execution of the testing programme, requests for approval to proceed, subcontractors, plant, equipment, access roads, environmental protection and health and safety requirements;

13. Duly certify Contractor's interim/final certificates for payments for executed works before presenting to the Project officer and Manager for approval;

14. Prepare and duly submit Reports on, and projections of, financial and physical progress, technical issues, non-compliance and contractual issues. The Reporting shall include, but not limited to:

- Initial Assessment Report.

This report will provide, in stages, a compilation of the findings of the Initial Condition Survey, recommendations with respect to any requirements for significant additional investigations/test-work, details of and justification for any required/proposed variations, an overview of the Contractor's designs/construction drawings, a cost analysis and substantiation of the Initial Contract Price;

- Monthly Progress Reports

The report will provide evidence for physical/financial general progress, issues highlighted by the Contractor's progress reports, providing, in an executive summary format a comparison between planned and achieved progress of works, with reasons for any delay and recommendations for recovery action. The Progress Report shall provide a record of the Technical Supervisor's to date/planned inputs, with justifications for any planned changes;

- Special Reports

The special report, if any, will highlight issues that warrant particular comment and advice to the Project Manager, such as concerns to quality, possible claims or delays.

- Substantial Completion Report

Report submitted at the time of substantial completion of works. The Report will include the list of outstanding items, tests and defects to be rectified with a programme for their execution. The Substantial Completion Report will also address any outstanding claims and issues recorded by the Contractor in the Statement at Substantial Completion.

- Final Report

The Final Report will comprise all the assignment period. The final report should contain description of activities at all stages, a compilation of key recommendations and lessons learnt throughout the project.

15. To fill in the Site Work Record Book as well as to control Contractor's Records of site weather conditions, status of instructions issued, activities, employed resources, events, deficiencies in the safety regime, tests carried out and achieved quantities of work and maintain the regular records in a formal Site Work Record Book which is to be signed off daily by the Contractor's licensed foreman and the supervising engineer;

16. Check the quality of the construction work elements, mortars, materials executed in the proper production units of the Contractor;

17. Immediately stop the execution of the construction works in case of low quality or deviation from the approved design. Document, in written form and with photos all identified observations and deviations from the initial design documentation;

18. Take measures of correction or remedy of the works which has been stated as unsatisfactory;

19. Inform the beneficiary, Project Manager if works conducted by Contractor do not meet appropriate quality requirements;

20. Ensure that the construction works are performed according to: technical design; technical norms and construction standards valid in the Republic of Moldova; instructions provided by the representatives of the Client;

21. Verify the provision of the certificates of conformity, technical agreements or quality analysis of samples for the materials used on site;

22. Coordinate the visits at the site with Project Manager and/or Project officer;

23. Inform immediately the Project Manager and Project officer about any unforeseen works;

24. Manage of tests on completion, commissioning, snagging and the Taking-Over of the completed Works

25. Maintain the records for cumulative quantities of works;

26. Oversee the "as built" drawings' submission procedure from the general contractor, subcontractors and surveying company;

27. Build and maintain the technical archive folder of the project for its handing over to the Beneficiary;

28. Provide written confirmations to the project that milestones under design/construction contracts are achieved; including submission of the final Confirmation of Completion of works;

29. Organize the process of commissioning of works;

30. Performing all relevant tasks as required by following the instructions given by the Project Manager

All activities under this assignment shall be performed in a gender-sensitive manner and applying human rights-based approaches.

2. REGULATORY FRAMEWORK

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

- 1) Law No. 721 of 02.02.1996 on the Quality in Constructions;
- 2) Detailed technical design documentation for conservation and restauration works of Bender Fortress (Phase I) Document code C226;
- 3) Law No. 1530 of 22.06.1993 on monuments protection
- 4) CP C.01/02-2014 Designing buildings and constructions considering accessibility for persons with disabilities;
- 5) NCM E.03.02-2014 Protection against fires in buildings and installations;
- 6) The "International Charter for the Conservation and Restoration of Monuments and Sites" (The Venice Charter 1964) adopted by ICOMOS in 1965;
- 7) the ICOMOS Charter "Principles for the analysis, conservation and structural restoration of architectural heritage" adopted by ICOMOS in 2003;
- 8) the ICOMOS "European Quality Principles for EU-funded interventions with potential impact upon Cultural Heritage" published in 2019;
- 9) Council Directive 92/57/EEC of 24 June 1992 on the implementation of minimum safety and health requirements at temporary or mobile constructions sites;

- 10) NCM A.08.02-2014 "Securitatea și sănătatea muncii în construcții"
- 11) CP A.08.06:2014 "Instrucțiuni privind elaborarea proiectelor de organizare a construcției"
- 12) Закон О недвижимых объектах культурного наследия (текущая редакция по состоянию на 23 апреля 2016 года)
- 13) Постановление «Об утверждении Положения о государственной историко-культурной экспертизы»
- 14) Приложение от « 2 » августа 2016 года № 115 «Положение о приемке работ по сохранению объекта культурного наследия, включенного в единый государственный реестр или выявленного недвижимого объекта культурного наследия»
- 15) СНиП 12-02-02 Организация строительного производства.
- 16) СНиП 12-03-02 Нормы продолжительности строительства и задела в строительстве предприятий, зданий и сооружений
- 17) СНиП 12-04-2017 часть 1 Безопасность труда в строительстве Часть 1. Общие требования
- 18) СНиП 12-04-2017 часть 2 Безопасность труда в строительстве Часть 2. Строительное производство
- 19) СНиП 20-03-02 Защита строительных конструкций и сооружений от коррозии.
- 20) СНиП 30-06-02 Благоустройство территорий
- 21) СНиП 53-01-02 Стальные конструкции
- 22) СНиП 50-04-02 Земляные сооружения, основания и фундаменты
- 23) Other normative acts in force on the territory of the Republic of Moldova (inclusive Transnistrian region).

3. Deliverables:

Deliverable/milestone		Indicative timeframe	Indicative working days/ paperwork	Working days on site
1	Quality Assurance Management Plan (QAMP) that will include a detailed work plan (calendars of actions, milestones, resources) and methodology of quality control for the entire assignment	September 2021	5	1
2	Initial Assessment Report of the technical designs of the conservation and restoration works of Bender Fortress (Phase I)	September 2021	5	0
3	Jointly with designers and entrepreneur update the decay maps and establish place for samples to be taken	September 2021	1	7
4	Technical supervision activities and Monthly Progress Report for the works provided by the Contractor	monthly	28	124
5	Substantial Completion Report	April 2023	2	2
6	Final Report	May 2023	3	2
TOTAL, days per category			44	136
TOTAL, days			180	

Language of the deliverables: All of the abovementioned deliverables should be duly prepared and submitted for approval to the Project Manager in Romanian and translated into Russian. It is the Technical Supervisor's sole responsibility to translate the reports into Russian language.

4. Institutional Arrangements

The Contractor will be awarded a contract with UNDP for the delivery of services applied for. The contractor will work under the guidance of the EU-CBM V Project Officer/Engineer and supervised by EU-CBM V Community Infrastructure and cultural heritage Project Manager.

The Technical Supervisor will be responsible for its own office facilities according to the needs to accomplish fully the tasks and obligations under the contract. The technical supervisor will work in close collaboration with the Project Engineer for the technical aspects of the assignment, and under the supervision of the Project Manager for the administrative, contractual and other aspects.

5. Financial Arrangements

All potential bidders will be required to submit an aggregated financial offer which shall include the total sum of all financial claims of the company for accomplishment of the task, including but not limited to professional fees, travel and transportation, translation costs, communication, insurances etc.). The financial proposal should be presented with breakdown of costs per main category, i.e. professional fees /per day/per total, travel, transportation, translation etc. Payment will be disbursed in instalments upon submission and approval of deliverables and timesheets and certification by EU-CBM that the services have been satisfactorily performed.

Performance evaluation: Technical surveillance company performance will be evaluated following such criteria as: timeliness, responsibility, initiative, communication, accuracy, and quality of the consultancy services and products delivered.

6. Duration of Work

The estimated duration of works is 180 working days within the timeframe of the project of 450 calendar days. The expected time of commencement of contract is September 2021;

Bidder shall submit a work timeframe which will not exceed the maximum estimated duration of the contract. The timeline of works must be in the form of an Excel spreadsheet/chart stating the various works and the duration of each stage in weeks/months. This chart shall stipulate clearly the overall and specific duration of the works.

7. Qualifications of the Successful Service Provider at Various Levels

The offers will be evaluated based on their compliance with the general requirements specified bellow:

- Legal entity with minimum 10 years proven experience in the area of technical supervision in conservation/restoration/rehabilitation works;
- Minimum 3 similar (in terms of type conservation/restoration/rehabilitation works) technical supervision sites undertaken on both banks of Nistru river or internationally in over the past 10 (ten) years with a value not less than 30,000 US\$ each;

- License available for Transnistria region (including Annex to the License) for provision of construction/design (must mention the technical surveyance) works;
- Proven technical and human resources for successful implementation of the assignment. The recommended composition of the implementation team: 1 (one) Technical supervisor with the corresponding attestation certificate (for legal entities originated from the left bank of Nistru the certification of specialist shall be confirmed by presenting CV, copies of graduation certificates and employment history book copies);

The proposed technical supervisor must meet the following requirements:

Academic Qualifications:

- University degree or equivalent in technical/engineering/constructions studies;

Experience:

- Minimum of 10 years of progressively responsible professional experience in the area of constructions, infrastructure development projects.
- Minimum 5 year of progressive experience as a technical supervisor in civil engineering of a large scale projects.
- Fluency in Romanian and Russian languages mandatory. Working knowledge of English (or your company pays a translator).
- Computer literacy (MS Word, Internet) mandatory.

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	RfQ-21/02357: Re-advertisement - EU CBM: Provision of technical surveillance services for "Conservation and restauration works at Bender Fortress, Phase 1"	Date: Click or tap to enter a date.

Company Profile

Item Description	Detail
Legal name of bidder or Lead entity for JVs	Click or tap here to enter text.
Legal Address, City, Country	Click or tap here to enter text.
Website	Click or tap here to enter text.
Year of Registration	Click or tap here to enter text.
Legal structure	Choose an item.
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	<input type="checkbox"/> Yes <input type="checkbox"/> No
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):	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women	<input type="checkbox"/> Yes <input type="checkbox"/> No

empowerment, renewable energies or membership of trade institutions promoting such issues (If yes, provide a Copy)				
Is your company a member of the UN Global Compact	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Bank Information	Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text. IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text.			
Previous relevant experience: 3 contracts				
Name of previous contracts	Client & Reference Contact Details including e-mail	Contract Value	Period of activity	Types of activities undertaken

Bidder's Declaration

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Requirements and Terms and Conditions: I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ ;has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, , 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 have read the United Nations Supplier Code of Conduct : https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact.
<input type="checkbox"/>	<input type="checkbox"/>	Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract 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 and 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.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We 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.
<input type="checkbox"/>	<input type="checkbox"/>	Offer Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

ANNEX 3: TECHNICAL AND FINANCIAL OFFER – WORKS

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	RfQ-21/02357: Re-advertisement - EU CBM: Provision of technical surveillance services for “Conservation and restauration works at Bender Fortress, Phase 1”	Date: Click or tap to enter a date.

Technical Offer

Provide the following:

- a brief description of company's qualification and capacity that is relevant to the Terms of Reference;
- a brief method statement and implementation plan;
- team composition and CVs of key personnel

Financial Offer

Description of Services	UOM	Qty working days/ paperwork	Qty working days/ days on site	Unit Price	Total Price, USD, VAT=0
Quality Assurance Management Plan (QAMP) that will include a detailed work plan (calendars of actions, milestones, resources) and methodology of quality control for the entire assignment	day	5			
			1		
Initial Assessment Report of the technical designs of the conservation and restauration works of Bender Fortress (Phase I)	Day	5			
Jointly with designers and entrepreneur update the decay maps and establish place for samples to be taken	Day	1			
			7		
Technical supervision activities and Monthly Progress Report for the works provided by the Contractor	Day	28			
			124		
Substantial Completion Report	Day	2			
			2		
Final Report	day	3			
			2		
		44	136		
Other costs (which considered necessary for the implementation of this contract, please specify)					
Total					

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter - offer
Maximum delivery period within <i>450 calendar days</i> upon signature of contract and from the moment the Contractor was given access to the construction site	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Validity of Quotation <i>90 calendar days</i>	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
All Provisions of the UNDP General Terms and Conditions	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
<i>Commissioning</i> Participation in the preliminary and final commissioning of the works	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.	
<i>Exact name and address of company</i> Company Name: Click or tap here to enter text. Address: Click or tap here to enter text. Click or tap here to enter text. Phone No.: Click or tap here to enter text. Email Address: Click or tap here to enter text.	Authorized Signature: Date: Click or tap here to enter text. Name: Click or tap here to enter text. Functional Title of Authorised Signatory: Click or tap here to enter text. Email Address: Click or tap here to enter text.