

# INVITATION TO BID

Construction of biomass heating systems in Causeni, Baurci and  
Copceac, UTAG

Moldova Energy and Biomass Project  
Republic of Moldova



*Empowered lives.  
Resilient nations.*

This project is funded by the European Union and implemented by the  
United Nations development Programme

**November 2015**

## Section 1. Letter of Invitation

Chisinau, Republic of Moldova  
05 November 2015

Ref. no.: ITB15/01158

Subject: Construction of biomass heating systems in Causeni, Baurci and Copceac UTAG

Dear Sir / Madam:

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:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Bid Security [not required]
- Section 9 – Form for Performance Security
- Section 10 – Form for Advanced Payment Guarantee
- Section 11 – Contract to be Signed, including General Terms and Conditions

Your offer, comprising of a Technical Bid and Price Schedule should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme in Moldova  
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova  
Email: [sc.md@undp.org](mailto:sc.md@undp.org)  
Attention: Procurement Unit

The letter should be received by UNDP no later than Close of Business, 17 November 2015. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Yours sincerely,

  
Narine Sahakyan,  
UNDP Deputy Resident Representative

## Section 2: Instruction to Bidders

### Definitions

- a) "*Bid*" refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) "*Bidder*" refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) "*Contract*" refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) "*Country*" refers to the country indicated in the Data Sheet.
- e) "*Data Sheet*" refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) "*Day*" refers to calendar day.
- g) "*Goods*" refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) "*Government*" refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) "*Instructions to Bidders*" refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) "*ITB*" refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) "*LOI*" (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) "*Material Deviation*" refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) "*Schedule of Requirements and Technical Specifications*" refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.
- n) "*Services*" refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) "*Supplemental Information to the ITB*" refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

## A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies).
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All 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:
  - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.
6. Similarly, the following must be disclosed in the Bid:
  - 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
  - 6.2 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>.

## B. CONTENTS OF BID

### 9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**).

### 10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

### 11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

## C. PREPARATION OF BID

### 12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### 13. Language

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 **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

### 14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

### 15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation

- of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:
- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
  - b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
  - c) In the case the successful Bidder fails:
    - i. to sign the Contract after UNDP has awarded it;
    - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
    - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

## 16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 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 Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using

the conversion method specified above.

## **18. Documents Establishing the Eligibility and Qualifications of the Bidder**

- 18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:
- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
  - b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
  - c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.
- 18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:
- a) they have at least one controlling partner, director or shareholder in common; or
  - b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
  - c) they have the same legal representative for purposes of this ITB; or
  - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
  - e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
  - f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

## **19. Joint Venture, Consortium or Association**

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of 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 joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along 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 entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those

required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

## 20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. 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.

## 21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

## 22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). 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 either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

# D. SUBMISSION AND OPENING OF BID

## 23. Submission

- 23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in one and the same envelope**, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :
  - a) Bear the name of the Bidder;
  - b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
  - c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

- 23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.
- 23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

#### **24. Deadline for Submission of Bid and Late Bids**

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

#### **25. Withdrawal, Substitution, and Modification of Bid**

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, 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 must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## 26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

## 27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, 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.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

## E. EVALUATION OF BID

### 28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

### 29. Evaluation of Bid

- 29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.
- 29.2 The evaluation team shall review and evaluate the 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 **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.
- 29.3 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### **30. Clarification of Bid**

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, 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 Bid, in accordance with ITB Clause 35.

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 Bid.

### **31. Responsiveness of Bid**

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, and specifications of the ITB without material deviation, reservation, or omission.

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.

### **32. Nonconformities, Reparable Errors and Omissions**

- 32.1 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.
- 32.2 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, 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.
- 32.3 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:
  - a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the

- decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid**

- 33.1 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. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/))

### **34. Award Criteria**

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 (See DS No. 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related 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.

### **36. Contract Signature**

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 of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall 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 Bidder with the second highest rated Bid, or call for new Bid.

### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful

Bidder and UNDP.

### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/procurement/protest.shtml>.

## Instructions to Bidders

### DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	<b>Moldova Energy and Biomass Project</b>
2		Title of Goods/Services/Work Required:	<b>Construction of biomass heating systems in Causeni, Baurci and Copceac UTAG</b>
3		Country:	Republic of Moldova
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not Allowed
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	Pre-Bid conference / Site visits:	<p>Pre-bidding conference to be held on:  Time: <b>11:00</b> (Moldova local time)  Date: <b>16 November 2015</b>  Venue: Address: "Le Roi" Business Centre, 29, Sfatul Tarii Street, 3<sup>rd</sup> floor, room 305, MD-2012 Chisinau, Moldova</p> <p>Site visits will be conducted on <b>17 November 2015</b> following the next schedule:  10:30 - Baurci  12:00 - Copceac  16:00 - Causeni</p> <p>The UNDP focal point for the arrangement is:  Mihai Maciucă, MEBP Procurement Officer  Telephone: +373 (0) 22 839979  E-mail: <a href="mailto:mihail.maciuca@undp.org">mihail.maciuca@undp.org</a></p>
8	C.21.1	Period of Bid Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Not Required

10	B.9.5	Acceptable forms of Bid Security	N/A
11	B.9.5 C.15.4 a)	Validity of Bid Security	N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Allowed up to a maximum of 20% of contract <sup>1</sup> <input type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: <u>0.5%</u> Max. no. of days of delay: <u>20</u> After which UNDP may terminate the contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Required Amount: <u>10%</u> of contract amount Form: Bank guarantee
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) Reference date for determining UN Operational Exchange Rate: 27 November 2015
16	B.10.1	Deadline for submitting requests for clarifications/questions	5 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions <sup>2</sup>	Focal Person in UNDP: Mihai Maciuca, MEBP Procurement and Contract Management Officer Address: "Le Roi" Business Centre, 29, Sfatur Tarii Street, 3 <sup>rd</sup> floor, room 304, MD-2012 Chisinau, Moldova E-mail address dedicated for this purpose: <a href="mailto:mihail.maciuca@undp.org">mihail.maciuca@undp.org</a>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidders by email or fax, and Posting on the website <a href="http://www.undp.md/tenders/index.shtml">http://www.undp.md/tenders/index.shtml</a>
19	D.23.3	No. of copies of Bid that must be submitted	Original: 1 (one) Copies: 1 (one)
20	D.23.1 b) D.23.2 D.24	Bid submission address	UNDP Moldova 131, 31 August 1989 Street MD-2012 Chisinau Republic of Moldova Attention: Registry Office/Procurement
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: <b>27 November 2015, 11:00</b> (Moldova local time)

<sup>1</sup> If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

<sup>2</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: <a href="mailto:tenders-Moldova@undp.org">tenders-Moldova@undp.org</a> <input checked="" type="checkbox"/> Format: PDF files only, password protected <input checked="" type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB <input checked="" type="checkbox"/> Max. No. of transmission: 10 (ten) <input checked="" type="checkbox"/> No. of copies to be transmitted: 1 (one) <input checked="" type="checkbox"/> Mandatory subject of email: "ITB15/01158: Construction of biomass heating systems in Causeni, Baurci and Copceac UTAG" <input checked="" type="checkbox"/> Time Zone to be Recognized: Moldova (GMT+2:00)
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: <b>27 November 2015, 12:00</b> (Moldova local time) Venue: UN House Conference Room, 131, 31 August 1989 Street, MD-2012 Chisinau, Moldova
25		Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest Life-Cycle Cost offer of technically qualified/responsive Bids
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages; <input checked="" type="checkbox"/> Printed brochures and product catalogues relevant to the boilers being procured; <input checked="" type="checkbox"/> 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; <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; <input checked="" type="checkbox"/> Valid Licenses for relevant construction works; <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country; <input checked="" type="checkbox"/> Latest Financial Statements (Income Statement and Balance Sheet) for the past 2 years; <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value in the past 3 years; <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last 3 years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded; <input checked="" type="checkbox"/> Manufacturer Authorizations for offered boilers; <input checked="" type="checkbox"/> EN 303-5:2012 boiler compliance certificates

			<u>All documents shall be written in the English. Supporting documents (certificates, licenses, Articles of Incorporation, etc.) must be accompanied by an unofficial English translation of its pertinent passages.</u>
27		Other documents that may be Submitted to Establish Eligibility	<input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> 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
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<input checked="" type="checkbox"/> Bid Submission Form (as per Section 4) <input checked="" type="checkbox"/> Duly filled-in Price Schedule for each Lot, Site Price Schedules and respective Bills of Quantities (as per Section 7) <input checked="" type="checkbox"/> Bidder Information Form (Section 5) <input checked="" type="checkbox"/> Joint Venture Partner Information Form, if applicable <input checked="" type="checkbox"/> Technical Bid Form (Section 6) including: <ul style="list-style-type: none"> <li>– Bidder's profile (brief description of Bidder);</li> <li>– List of the Top 3 Biggest Contracts for the past 3 years;</li> <li>– List of completed and/or ongoing contracts for construction of heating systems in the past three (3) years, indicating beneficiary, contract amount, period of execution;</li> <li>– List of specialized equipment, containing information about the model and year of manufacture of each item (Bidders shall indicate whether the equipment is their own or rented);</li> <li>– List of qualified key personnel, together with CVs and professional certificates (valid at the date of presentation);</li> <li>– Work Time Schedule;</li> <li>– Work Manpower Schedule;</li> <li>– Latest Financial Statements (Income Statement and Balance Sheet) for the past 2 years.</li> </ul>
29	C.15.2	Latest Expected date for commencement of Contract	15 December 2015
30	C.15.2	Maximum Expected duration of contract	60 days
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Bidder only

32	F.34	Criteria for the Award and Evaluation of Bid	<p> <input checked="" type="checkbox"/> Minimum no. of years of experience in similar contracts: 5 (five);  <input checked="" type="checkbox"/> Minimum annual turnover for the past year: 450,000.00 USD  <input checked="" type="checkbox"/> Minimum 6 similar projects undertaken over the past 3 years (only heating systems with boiler capacities higher than 50 kW shall be considered)  <input checked="" type="checkbox"/> Full compliance of Bid to the Technical Requirements;  <input checked="" type="checkbox"/> Warranty on works: minimum 3 years;  <input checked="" type="checkbox"/> Warranty on boiler passive components: minimum 5 years;  <input checked="" type="checkbox"/> Appropriateness of the Work Time Schedule and Work Manpower Schedule to the Project;  <input checked="" type="checkbox"/> Demonstrated capacity to implement all activities within the proposed timeframe, which shall not exceed 60 calendar days;  <input checked="" type="checkbox"/> Sufficient human resources capability to qualitatively and timely execute the works with special emphasis on the following key personnel:           <ul style="list-style-type: none"> <li>a) Manager/Team Leader;</li> <li>b) Construction Foreman;</li> <li>c) Electric engineer;</li> <li>d) Heating installations/heating systems engineer;</li> <li>e) Automation Engineer;</li> </ul> <input checked="" type="checkbox"/> Manager/Team Leader with minimum 5 years of experience in projects of similar complexity.         </p> <p> <input checked="" type="checkbox"/> In case of consortia, all the financial qualification requirements listed herein shall apply towards the lead member. Past experience requirements shall apply to any member of the consortium with relevant background         </p> <p><b><u>Award Criteria</u></b></p> <p> <input checked="" type="checkbox"/> Contract shall be awarded to the lowest Life-Cycle Cost offer of the technically qualified and responsive Bid.         </p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Bidders must not subcontract parts of works, equipment or any other goods or services from another bidder participating in the tender. Bids submitted by two or more bidders shall be all rejected in case they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder.</p> </div>
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33	E.29	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Submission of performance security
35		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>

## Section 3a: Schedule of Requirements and Technical Specifications

*[see separate file]*

## Section 3b: Related Services

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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]	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP
Exact Address of Delivery/Installation Location	Please refer to Section 3a: Schedule of Requirements and Technical Specifications
Delivery Date	60 calendar days from contract signature
Customs, if needed, clearing shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier <input type="checkbox"/> Freight Forwarder
Installation Requirements	Please refer to Section 3a: Schedule of Requirements and Technical Specifications
Testing Requirements	Please refer to Section 3a: Schedule of Requirements and Technical Specifications
Scope of Training on Operation and Maintenance	Please refer to Section 3a: Schedule of Requirements and Technical Specifications
Commissioning	Please refer to Section 3a: Schedule of Requirements and Technical Specifications
Technical Support Requirements	Please refer to Section 3a: Schedule of Requirements and Technical Specifications
Payment Terms ( <i>max. advanced payment is 20% of total price as per UNDP policy</i> )	<input checked="" type="checkbox"/> Max of 20% upon issuance of PO and the rest within 30 days from UNDP's acceptance of works by UNDP
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of works based on full compliance with requirements <input checked="" type="checkbox"/> Submission of the invoice
After-sale services required	<input checked="" type="checkbox"/> Warranty on all works for minimum period of 3 years <input checked="" type="checkbox"/> Technical Support
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian, Russian

## Section 4: Bid Submission Form<sup>3</sup>

***(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)***

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid dated [insert Bid date]. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_

*[Please mark this letter with your corporate seal, if available]*

<sup>3</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

## Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

### Bidder Information Form<sup>4</sup>

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>						
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>						
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>						
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>						
5. Countries of Operation		6. No. of staff in each Country		7. Years of Operation in each Country		
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>						
9. Value and Description of Top three (3) Biggest Contracts for the past three (3) years						
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)
1.						
2.						
3.						
10. Latest Credit Rating ( <i>Score and Source, if any</i> )						
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.						
12. Bidder's Authorized Representative Information						
Name: <i>[insert Authorized Representative's name]</i>						
Address: <i>[insert Authorized Representative's address]</i>						
Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i>						
Email Address: <i>[insert Authorized Representative's email address]</i>						
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO						
14. Attached are copies of original documents of:						
<input type="checkbox"/> All eligibility document requirements listed in the Data Sheet						
<input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered						
<input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.						

<sup>4</sup> The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

# Joint Venture Partner Information Form (if Registered)<sup>5</sup>

Date: [insert date (as day, month and year) of Bid Submission]

ITB No.: [insert number of bidding process]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: [insert Bidder's legal name]						
2. JV's Party legal name: [insert JV's Party legal name]						
3. JV's Party Country of Registration: [insert JV's Party country of registration]						
4. Year of Registration: [insert Party's year of registration]						
5. Countries of Operation		6. No. of staff in each Country		7. Years of Operation in each Country		
8. Legal Address/es in Country/ies of Registration/Operation: [insert Party's legal address in country of registration]						
9. Value and Description of Top three (3) Biggest Contracts for the past five (3) years						
<b>Name of project</b>	<b>Client</b>	<b>Contract Value</b>	<b>Period of activity</b>	<b>Types of activities undertaken</b>	<b>Status or Date Completed</b>	<b>References Contact Details (Name, Phone, Email)</b>
10. Latest Credit Rating (if any)						
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.						
13. JV's Party Authorized Representative Information						
Name: [insert name of JV's Party authorized representative]						
Address: [insert address of JV's Party authorized representative]						
Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative]						
Email Address: [insert email address of JV's Party authorized representative]						
14. Attached are copies of original documents of: [check the box(es) of the attached original documents]						
<input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.						

<sup>5</sup> The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## Section 6: Technical Bid Form<sup>6</sup>

**INSERT TITLE OF THE ITB**

<b>Name of Bidding Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Bid:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

This section should describe briefly the role of the Bidder, all Subcontractors and their key staff that will become responsible for the Contract implementation, project management approach, taking into account Site locations of the project. This should fully explain the Bidder's proposed Time Schedule and Manpower Schedule in terms of Bidder's resources for the performance of this requirement.

In case the Bidder applies for both Lots, it should demonstrate enough capacity (sufficient and available technical resources, different implementing teams, etc.) to implement the activities efficiently and within the proposed timeframe.

### SECTION A: EXPERTISE OF FIRM/ ORGANISATION

**1.1 Brief Description of Bidder as an Entity:** Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration. In case of joint venture/consortium/association the bidder shall include a copy of the binding joint venture/consortium/association agreement detailing the scope of work and responsibilities to be carried out by each Consortium member.

The description of the bidder must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement.

**1.2. Financial Capacity:** Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience within at least the last three (3) years which are related or relevant to those required for this Contract.

Starting	Ending	Project Identification
<i>[indicate month/ year]</i>	<i>[indicate month/ year]</i>	Name of Employer: <i>[indicate full name]</i> Contract Value: <i>[insert amount in USD]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly, description should include at least nominal capacity of boiler or boiler plant total capacity, type of fuel, type of works performed]</i>  <u>Role of the Applicant/Consortium Member (Please choose relevant):</u> <input type="checkbox"/> Main Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Consortium member <input type="checkbox"/> Other ( <i>Please specify</i> )  References contact details: <i>[Indicate full name of the contact person, his/her phone number including area and city codes and E-mail. Please ensure that phone number and E-mail are operational]</i>

<sup>6</sup> Technical Bids not submitted in this format may be rejected.

## SECTION B - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

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

**2.1. Scope of Supply:** Please provide a detailed description of the equipment to be supplied, especially boilers, pumps, heat meters, solar collectors, indicating clearly how they comply with the technical specifications required by the ITB (see below table);

Lot/Site	Item No.	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ CE marking certificates EN 303-5 :2012 compliance certificates

Supporting documents / certificates with full details must be annexed to this section

**Relevant manufacturer authorizations shall be attached for all offered boilers and solar collectors.**

**2.2. Technical Quality Assurance Mechanisms:** The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied. Bidders should attach a management quality assurance system and monitoring mechanism narrative description for the construction work. Such a description should include the Bidder's policy on Quality, Environment, Health & Safety (hereinafter: **QEHS**) at construction site. If Bidder's management systems are certified according to quality management system standards (ISO 9001 or similar), environmental management system standards (ISO 14000 family or similar) or occupational health and safety management system standards (OHSAS 18001 or similar), then copies of all certificates should be provided.

**2.3. Machinery:** List any specialized equipment/machinery, containing information about the model and year of manufacture of each item (Bidders shall indicate whether the equipment is their own or rented).

**2.4 After Sales service:** Describe after sales service conditions and organization (resources, contact information, reaction time, etc) including availability and supply of spare and wear parts.

**2.5. Warranty conditions:** Describe proposed terms and procedures of handling warranty claims.

**2.6. Training:** Describe the proposed approach on provision of training to the personnel responsible for the operation of the heating systems. Provide a brief outline of training modules.

**2.7. Subcontracting:** Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors, making specific connections to the items specified in the Bills of Quantities.

**2.8. Risks / Mitigation Measures:** Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

**2.9. Implementation Timelines:** The Bidder shall submit **Work Time Schedule** in the form of a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing. The Work Time Schedule shall be made per Lot upon a weekly time scale and should include:

- Sites' specific full names;
- Realistic and achievable timeframes taking into account all the available resources and constraints;
- Appropriate level of detail to control and monitor all the construction activities;
- All Site specific milestones.

**2.10. Anti-Corruption Strategy (Optional):** Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

**2.11. Statement of Full Disclosure:** This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.11. Other: Any other comments or information regarding the bid and its implementation.

### SECTION C: PERSONNEL

*This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.*

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

**3.2 Staff Time Allocation:** Provide a **Work Manpower Schedule** in the form of a spreadsheet to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Manager/Team Leader, Construction Foreman, Electric engineer, Heating installations/heating systems engineer, Automation Engineer) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Attach relevant qualification certificates to each CV. Please use the format below:

<b>Name:</b>		
<b>Role in Contract Implementation:</b>		
<b>Nationality:</b>		
<b>Language Skills:</b>		
<b>Education and other Qualifications:</b>		
<b>Relevant Experience (start with the most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>Declaration:</b>		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
_____ Signature of the Nominated Team Leader/Member		_____ Date Signed

## Section 7: Price Schedule Form<sup>7</sup>

The Bidder is required to prepare and attach with the bid:

1. **Lot Price Schedule;**
2. **Site Price Schedule** and **Bill of Quantities** for each individual Site (Annexes 1-3);

**Note to the bidders:**

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

All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.

The format shown in the attached BOQs (Annexes 1-3) shall be used in preparing the Price Schedule and the totals shall be included in the tables below.

<b>Lot Price Schedule: ITB for Construction of biomass heating systems in Causeni, Baurci and Copceac UTAG</b>		<b>Estimated amount in USD without VAT</b>
<b>1.</b>		
<b>1.1</b>	Site 1: Installation of biomass heating system with solar panels for domestic hot water in the Emergency Situations Department from Causeni	
<b>1.2</b>	Site 2: Instalation of biomass heating systems with solar panels for domestic hot water in the kindergarten Nr.3 "Teremoc" from village Baurci, UTAG	
<b>1.3</b>	Site 3: Installation of biomass heating system and solar panels for domestic hot water in the kindergarten of village Copceac, UTAG	
<b>GRAND TOTAL</b>		

<b>Aggregated Life-Cycle Cost</b>	
	<b>Estimated amount in USD</b>
<b>Total (Site 1 + Site 2 + Site 3)</b>	

Signature of Bidder .....

<sup>7</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

## Section 8: FORM FOR BID SECURITY

***(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 Bidder") has submitted a Bid to UNDP dated [insert date], to deliver goods and execute related services for [indicate ITB title] (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 in the event that 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 Bid;
- c) Fails to comply with UNDP's variation of requirement, as per ITB Section F.35; 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 this 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 until a date 30 days from the date of issue by UNDP of a certificate of full acceptance of all goods and satisfactory performance / completion of all related services by the Bidder.

### **SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date:

Name of Bank:

Address:

## Section 9: FORM FOR PERFORMANCE SECURITY<sup>8</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.

### **SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date:

Name of Bank:

Address:

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<sup>8</sup> If the RFP 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

## Section 10: Form for Advanced Payment Guarantee<sup>9</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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\_\_\_\_\_ [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])<sup>10</sup> 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.

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<sup>9</sup> This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

<sup>10</sup> The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

## Section 11: Contract

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ [INSERT PROJECT NUMBER AND TITLE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of \_\_\_\_\_ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform \_\_\_\_\_ [INSERT SUMMARY DESCRIPTION OF THE WORKS] (hereinafter referred to as the "Works"), in accordance with the following Contract:

### **1. Contract Documents**

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, \_\_\_\_\_ [INSERT REVISION NUMBER AND DATE FROM THE CONTRACTS DOCUMENTS LIBRARY], attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Contract;
  - b) The General Conditions of Contract for Civil Works
  - c) Annexes [*insert relevant Annexes*]
  - d) The Contractor's Tender \_\_\_\_\_ [IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT: including the Price Activity Schedule] [ref....., dated .....], as clarified by the agreed minutes of the negotiation meeting<sup>11</sup> [dated.....], not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

### **2. Obligations of the Contractor**

- 2.1 The Contractor shall commence work within \_\_\_\_ [INSERT NUMBER OF DAYS] days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by .././.... [INSERT DATE], in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.
- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by .././.... [INSERT DATE].
- 2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

### **OPTION 1 (FIXED PRICE)**

### **3. Price and Payment<sup>12</sup>**

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<sup>11</sup> If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Technical Specifications/Drawings, as appropriate.

<sup>12</sup> This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

- 3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract, UNDP shall pay the Contractor a fixed contract price of \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Invoices shall be submitted by the Contractor to the Engineer upon achievement of the corresponding milestones and for the following amounts:
- | <u>MILESTONE</u>                     | <u>AMOUNT</u> | <u>DATE</u> |
|--------------------------------------|---------------|-------------|
| Upon signature of Contract           | .....         | .././....   |
| .....                                | .....         | .././....   |
| Upon substantial completion of Works | .....         | .././....   |
| Upon final completion of Works       | .....         | .././....   |
- 3.4 Where two currencies are involved, the rate of exchange shall be the official rate applied by the UNDP on the day the UNDP instruct its Bankers to effect the payment(s).

### **OPTION 2 (COST REIMBURSEMENT)**

#### **3. Price and payment**

- 3.1 The total estimated price of the Contract is contained in the Price Activity Schedule and amounts to \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.
- 3.3 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.
- 3.4 The Contractor shall submit an invoice for \_\_\_\_\_ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties, invoices for the work performed and materials utilized every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]** and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.

*[THE FOLLOWING CLAUSES ARE COMMON TO OPTIONS 1 & 2 AND MUST BE NUMBERED ACCORDING TO THE OPTION CHOSEN FOR ARTICLE 3]*

- 3.@ UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.
- 3.@ Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.
- 3.@ Where two currencies are involved, the rate of exchange shall be the official rate applied by the UNDP on the day the UNDP instruct its Bankers to effect the payment(s).

- 3.@ Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

#### **4. Special Conditions of Contract**

- 4.1 The following Special Conditions of Contract (SCC) shall complement, supplement, or amend as the case may be, and as indicated for each item / modification below, the General Conditions of Contract for Civil Works (GCC) attached hereto as Annex I. Whenever there is a conflict between the SCCs and the GCCs, the provisions herein shall prevail over those in the GCC.

##### **8.4. "As-Built" Drawings**

The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site. Two copies shall be supplied to the Engineer prior to the commencement of the Tests on Completion. In addition, the Contractor shall supply to the Engineer as-built drawings of the Works, showing all Works as executed, and submit them to the Engineer for review. The Contractor shall obtain the consent of the Engineer as to their size, the referencing system, and other relevant details.

Prior to the issue of any Certificate of Substantial Completion, the Contractor shall supply to the Engineer the specified numbers and types of copies of the relevant as-built drawings, in accordance with the Employer's Requirements. The Works shall not be considered to be completed for the purposes of taking-over under Clause 46.1 until the Engineer has received these documents.

**The following shall be added to section 9 of the GCC:**

"Work Book shall be kept for each Site in compliance with local Moldovan legislation".

**The following shall be added to section 64 of the GCC:**

"The daily communication between Engineer and Contractor may be carried out in English, Romanian or Russian language, whatever is the most convenient for the parties involved."

- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.@ above shall be subject to a deduction of \_\_\_\_\_ **[INSERT PERCENTAGE OF TOTAL CONTRACT PRICE THAT THE ADVANCE REPRESENTS]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee referred to in 4.2 above.
- 4.4 The Performance **[SELECT BOND/GUARANTEE]** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of \_\_\_\_\_ **[INSERT -PERCENTAGE OF THE TOTAL ESTIMATED OR FIXED PRICE OF THE CONTRACT IN THE CASE OF A GUARANTEE AND 30% IN THE CASE OF A BOND].**<sup>13</sup>
- 4.5 **[THE USE OF THIS CLAUSE REQUIRES APPROVAL BY THE PROJECT DIRECTOR/UNDP PROGRAMME OFFICER]** The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.

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<sup>13</sup> The reason for the distinction between a 10% bank guarantee and a 30% performance bond is that bank guarantees are generally unconditional and can be called directly without proof of nonperformance, whereas most performance bonds are conditional and require some proof of nonperformance. There are usually additional costs and time delays incurred with cashing a performance bond and so a higher percentage is requested to cover the extra work involved. Some banks outside of the U.S. may call certain guarantee instruments, "performance bonds or guarantees" although they may only be conditional guarantees. It is important to review the text of the instrument to determine whether it is a conditional or unconditional guarantee.

4.6 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of.....**[CONSULT THE ENGINEER FOR APPROPRIATE AMOUNT]**.

4.7 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be \_\_\_\_ **[INSERT PERCENTAGE]** of the price of the Contract per week of delay, up to a maximum of 10% of the final price of the Contract.

**5. Submission of invoices**

5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.

5.2 Invoices submitted by fax shall not be accepted by UNDP.

**6. Time and manner of payment**

6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ **[NAME OF THE BANK]**

\_\_\_\_\_ **[ACCOUNT NUMBER]**

\_\_\_\_\_ **[ADDRESS OF THE BANK]**

**7. Modifications**

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

**8. Notifications**

8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

\_\_\_\_\_ **[INSERT NAME OF RR OR DIVISION CHIEF]**

Chief

United Nations Development Programme

Ref. \_\_\_\_/\_\_\_\_/\_\_\_\_ **[INSERT CONTRACT REFERENCE & NUMBER]**

Telex: \_\_\_\_\_

Fax: \_\_\_\_\_

Cable: \_\_\_\_\_

**For the Contractor:**

\_\_\_\_\_  
**[Insert Name, Address and Telex, Fax and Cable Numbers]**

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

\_\_\_\_\_  
**[Insert Name, Address and Telex, Fax and Cable Numbers of the Engineer]**

**OR**

8.2 UNDP shall communicate as soon as possible to the Contractor after the signature of the Contract, the address of the Engineer for the purposes of communication with the Engineer under the Contract.

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

**[INSERT NAME OF RR or Bureau/Division Director]**

For [Insert name of the company/organization]

Agreed and Accepted:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS OF CONTRAC FOR CIVIL WORKS IS PRESENTED IN A  
SEPARATE FILE**