

United Nations Development Programme



*Empowered lives.
Resilient nations.*

REQUEST FOR PROPOSAL

**Develop a Feasibility Study and Masterplan of Bender Fortress
(re-launched)**

RFP No.: **19/01992**

Project: **European Union Confidence Building Measures Programme
(EU- CBM V)**

Country: **Moldova, Republic of**

Issued on: **23 October 2019**

Contents

SECTION 1. LETTER OF INVITATION	4
SECTION 2. INSTRUCTION TO BIDDERS.....	5
A. GENERAL PROVISIONS.....	5
1. Introduction	5
2. Fraud & Corruption, Gifts and Hospitality	5
3. Eligibility.....	5
4. Conflict of Interests.....	6
B. PREPARATION OF PROPOSALS.....	6
5. General Considerations.....	6
6. Cost of Preparation of Proposal	6
7. Language	6
8. Documents Comprising the Proposal.....	7
9. Documents Establishing the Eligibility and Qualifications of the Bidder.....	7
10. Technical Proposal Format and Content	7
11. Financial Proposals.....	7
12. Proposal Security.....	7
13. Currencies	8
14. Joint Venture, Consortium or Association.....	8
15. Only One Proposal.....	9
16. Proposal Validity Period	9
17. Extension of Proposal Validity Period	9
18. Clarification of Proposal	9
19. Amendment of Proposals.....	10
20. Alternative Proposals	10
21. Pre-Bid Conference	10
C. SUBMISSION AND OPENING OF PROPOSALS	10
22. Submission	10
23. Deadline for Submission of Proposals and Late Proposals.....	11
24. Withdrawal, Substitution, and Modification of Proposals	12
25. Proposal Opening.....	12
D. EVALUATION OF PROPOSALS	12
26. Confidentiality.....	12
27. Evaluation of Proposals.....	12
28. Preliminary Examination	12
29. Evaluation of Eligibility and Qualification.....	13
30. Evaluation of Technical and Financial Proposals	13
31. Due Diligence	14
32. Clarification of Proposals.....	14
33. Responsiveness of Proposal	14
34. Nonconformities, Repairable Errors and Omissions	14
E. AWARD OF CONTRACT.....	15
35. Right to Accept, Reject, Any or All Proposals	15
36. Award Criteria	15
37. Debriefing.....	15
38. Right to Vary Requirements at the Time of Award	15
39. Contract Signature	15
40. Contract Type and General Terms and Conditions.....	15
41. Performance Security.....	15
42. Bank Guarantee for Advanced Payment	16
43. Liquidated Damages.....	16
44. Payment Provisions	16
45. Vendor Protest	16
46. Other Provisions.....	16
SECTION 3. BID DATA SHEET	17

SECTION 4. EVALUATION CRITERIA.....20

SECTION 5. TERMS OF REFERENCE26

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST35

FORM A: TECHNICAL PROPOSAL SUBMISSION FORM.....36

FORM B: BIDDER INFORMATION FORM.....37

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM.....39

FORM D: QUALIFICATION FORM40

FORM E: FORMAT OF TECHNICAL PROPOSAL.....43

FORM F: FINANCIAL PROPOSAL SUBMISSION FORM45

FORM G: FINANCIAL PROPOSAL FORM.....46

Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

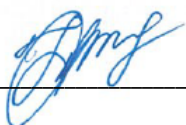
- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - Form A: Technical Proposal Submission Form
 - Form B: Bidder Information Form
 - Form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

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

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

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

Issued by:



Name: Liliana CATEROV

Title: Procurement Associate

Date: **October 23, 2019**

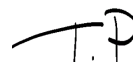
Approved by:



Name: Corina OPREA

Title: ARR/ Head of Operations

Date: **October 23, 2019**



Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>

8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p>

	<p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts</p>

	<p>themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; 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 Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems</p>

	that such an extension is justified and necessary.
19.Amendment of Proposals	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20.Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. 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 proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21.Pre-Bid Conference	<p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
C. SUBMISSION AND OPENING OF PROPOSALS	
22.Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL</p>

Proposals	23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.
24. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.
D. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> Preliminary Examination Minimum Eligibility and Qualification (if pre-qualification is not done) Evaluation of Technical Proposals Evaluation of Financial Proposals
28. Preliminary Examination	28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.

<p>29. Evaluation of Eligibility and Qualification</p>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
<p>30. Evaluation of Technical and Financial Proposals</p>	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;">FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> </div>

	<p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 60%) + (FP Rating) x (Weight of FP, e.g., 40%)</p>
31. Due Diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal 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 Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p>

	<p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Proposals	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP

	<p>DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.</p>
42. Bank Guarantee for Advanced Payment	<p>42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=default</p>
43. Liquidated Damages	<p>43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.</p>
44. Payment Provisions	<p>44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.</p>
45. Vendor Protest	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will not be conducted
5	10	Proposal Validity Period	120 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.5% Max. number of days of delay 30, after which UNDP may terminate the contract.
9	40	Performance Security	Not Required
10	18	Currency of Proposal	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline

12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Liliana CATEROV, Procurement Associate Address: Le Roi International Business Center (#29, Sfatul Tarii Street, Chisinau), office 302 E-mail address: liliana.caterov@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	20 November 2019, 15:00 (Moldova local time) For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> e-Tendering
15	22	Proposal Submission Address	https://etendering.partneragencies.org <u>BU Code MDA10 and Event ID number 0000004714</u>
16	22	Electronic submission (eTendering) requirements	<ul style="list-style-type: none"> Format: PDF files preferably File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Password for financial proposal must not be provided to UNDP until requested by UNDP.
17	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 60%-40% distribution for technical and financial proposals respectively The minimum technical score required to pass is 70%.
18		Expected date for commencement of Contract	December 15, 2019
19		Maximum expected duration of contract	until July 2020
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	Contract for Services for UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html

T.P.

22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23		Other Information Related to the RFP	

T.P.

Section 4. Evaluation Criteria

Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

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

Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 5 years.	Form D: Qualification Form
Previous Experience	Minimum 10 years of experience on Cultural Heritage objects planning conservation/restoration out of which at least 5 years of international experience <i>(For JV/Consortium/Association, the Lead Partner and its partners cumulatively should meet the requirement).</i>	Form D: Qualification Form
Minimum Qualification Requirements	Experience of company in: <ul style="list-style-type: none"> Have in its portfolio at least 2 Cultural heritage projects which estimated investment value equals or is above 1 000 000 Euro, in the field of assessment, feasibility studies, technical expertise and/or technical design <i>(For JV/Consortium/Association, the Lead Partner and its partners cumulatively should meet the requirement).</i>	Form D: Qualification Form
	The minimum personnel of one 1 (one) TEAM Leader –Land Use/ urban/ heritage Planner, 1 (one) Senior Conservation Architect, 1 (one) Junior Architect, 1 (one) Economist, 1 (one) Landscape expert and 1 (one) Archaeologist is mandatory team for the implementation of the contract.	Attach required documents to Form B: Bidder Information Form
	<i>TEAM Leader – Land Use Planner's minimum requirements :</i> Possession of professional licence (e.g. registered architect/restorer) for at least 10 years	Attach required documents to Form B: Bidder Information Form
	<i>Architect's minimum requirements :</i> Possession of professional licence (e.g. registered architect) for at least 10 years	Attach required documents to Form B: Bidder Information Form
	<i>Economist's minimum requirements :</i> At least one business/ sustainability plan for masterplans or management plans for cultural/ natural heritage sites elaborated over the last 3 years	Attach required documents to Form B: Bidder Information Form
	<i>Landscape expert's minimum requirements :</i> Possession of professional licence (e.g. registered architect) for at least 10 years	
	<i>Archaeologist's minimum requirements :</i> At least 5 years of experience in the profession with particular regard to preventive archaeology and archaeology applied to spatial planning instruments	
Financial Standing	Minimum average annual turnover of USD 150,000 for the last 3 years. <i>(For JV/Consortium/Association, the Lead Partner and its partners cumulatively should meet the requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, the Lead Partner should meet requirement).</i>	Form D: Qualification Form

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	250
3.	Management Structure and Key Personnel	450
	TOTAL	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	20
1.2	General Organizational Capability which is likely to affect implementation: <ul style="list-style-type: none"> - Age of the legal entity - <10 years – 0 pts, 10 years – 10 pts, >10 years – 5 pts for each additional year up to maximum additional 40 pts - project management controls (organigram) - up to 10 pts 	60
1.4	Relevance of: <ul style="list-style-type: none"> - At least 10 years of experience on Cultural Heritage objects conservation/restoration (10 years - 20 pts, >10 years – 5 pts for each additional year up to max. additional 30 pts) out of which at least 5 years of international experience (5 years - 10 pts, >5 years – 5 pts for each additional year up to max. additional 30 pts) - Experience in conducting at least 2 similar size and complexity type of Cultural heritage projects in the field of assessment, feasibility studies, technical expertise and technical design within the past 10 years (2 projects - 20 pts, >2 projects – 5 pts for each additional project up to max. additional 30 pts) (In case of associations, the experience of both TEAM Leader–Land Use/urban/heritage Planner and Senior Conservation Architect to the same contract will be considered relevant to this requirement). - Experience in implementing of projects in South-Eastern European countries (no experience – 0 pts, 1 project - 10 pts, for each additional project 10 pts, up to max. additional 20 pts) - Experience in implementing projects of Historical Fortress and Military type objects (no experience – 0 pts, 1 project - 10 pts, for each additional project 10 pts, up to max. additional 20 pts) - Work for UNDP/UN Agencies/projects/EU funded projects (if yes – 20 pts, if no- 0 pts) 	220
Total Section 1		300

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Does the Methodology and Approach meet the ToR requirements?	100
2.2	Does the Implementation Plan meet the ToR requirements, is it logical and in line with the expectations?	30
2.3	Does the Methodology, Approach and Implementation Plan optimize/ improve the requirements of the ToR?	50
2.4	Does the proposal contain a qualitative risk assessment and appropriate mitigation measures?	20
2.5	Does the proposal provide for additional services/deliverables not included in the ToR?	50
Total Section 2		250

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	1 (one) TEAM Leader – Land Use /urban /heritage Planner (International position)	
	Possession of professional licence (e.g. registered architect/restorer) for at least 10 years (<i>minimum 10 years - 5 pts, each additional year 2 pts, up to additional 10 pts</i>)	15
	At least two (2) masterplans/plans developed over the last 10 years for cultural heritage sites in publicly funded conservation/rehabilitation projects/programmes (i.e. at least one contract on similar activities in the last 5 years) (<i>no experience – 0 pts, minimum 2 sites - 10 pts, each additional site – 5 pts, up to additional 20 pts</i>)	30
	Experience in managing similar to this assignment contracts in terms of works and scope (<i>no experience – 0 pts, 3 contracts - 10 pts, each additional contract 5 pts, up to additional 10 pts</i>)	20
	Experience working with UN Agencies/EU funded projects (<i>no experience – 0 pts, Yes - 10 pts</i>)	10
	Language Qualifications (<i>proficiency in English required – 10 pts; command of Romanian and/or Russian will be an advantage– each language 5 pts</i>)	20
3.2	1 (one) Senior Conservation Architect (International position)	
	Master Degree (or equivalent) in architectural conservation/ architecture (<i>whichever 5 pts</i>). If the Master Degree is in architecture, possession of post-graduate master or PhD in built heritage conservation is a strong advantage (<i>5 pts</i>).	10
	Possession of professional licence (e.g. registered architect) for at least 10 years (<i>minimum 10 years - 10 pts, each additional year 2 pts, up to additional 10 pts</i>)	20
	Experience in developing conservation programmes, masterplans or management plans for cultural heritage sites (at least one plan elaborated over the last 3 years) (<i>no experience – 0 pts, 1 sites - 10 pts, each additional site 5 pts, up to max. additional 20 pts</i>)	30

	10 years of experience working with technical – scientific documentation for conservation/ rehabilitation projects of heritage complexes (<i>no experience – 0 pts, 10 years - 10 pts, each additional year 5 pts, up to additional 20 pts</i>)	30	
	Recent experience in publicly funded conservation/rehabilitation projects/programmes (i.e. at least one contract on similar activities in the last 3 years) (<i>minimum 1 site within the last 5 years - 10 pts, each additional site within the last 5 years – 5 pts, up to additional 10 pts</i>)	20	
	Language Qualifications (<i>proficiency in English required – 10 pts; command of Romanian and/or Russian will be an advantage– each language 5 pts</i>)	20	
3.3	Junior Architect or Engineer (Local position)		
	Master Degree (or equivalent) in architectural conservation/ architecture	5	
	At least 3 years of experience in the practice, especially in conservation/ restoration of architectural objects (<i>no experience – 0 pts, 3 years - 10 pts, each additional year 2 pts, up to additional 8 pts</i>)	18	
	Good command of English language (<i>proficiency in English required – 5 pts; command of Russian will be an advantage–5 pts</i>)	10	45
	Experience in working in international teams is an advantage (<i>5 pts</i>)	5	
	Attendance to post-graduate course in architectural conservation is a strong advantage (<i>7 pts</i>)	7	
3.4	1 (one) Economist (International or Local position)		
	Master Degree (or equivalent) in economics applied to cultural or natural heritage	5	
	Experience in developing business/ sustainability plans for masterplans or management plans for cultural/ natural heritage sites (e.g. at least one plan elaborated over the last 5 years) (<i>minimum 1 plan within the last 5 years - 10 pts, each additional plan within the last 5 years – 5 pts, up to additional 30 pts</i>)	40	55
	Language Qualifications (<i>proficiency in English required – 5 pts; command of Russian will be an advantage–5 pts</i>)	10	
3.5	1 (one) Landscape expert (International position)		
	Possession of professional licence (e.g. registered architect) for at least 10 years	5	
	Professional Experience in developing historic landscape analysis and planning within cultural heritage properties/ areas (<i>no experience – 0 pts, 2 sites - 10 pts, each additional site 5 pts, up to additional 30 pts</i>)	40	50
	Language Qualifications (<i>proficiency in English required – 5 pts</i>)	5	
3.6	1 (one) Archaeologist (Local position)		
	Master Degree (or equivalent) in archaeology	5	
	At least 10 years of experience in the profession with particular regard to preventive archaeology and archaeology applied to spatial planning instruments (<i>minimum 10 years - 10 pts, each additional year 2 pts, up to additional 20 pts</i>)	30	75

T.P.

	Experience in collaborating to conservation programmes and or masterplans for large-scale heritage compounds (<i>no experience – 0 pts, 1 project - 10 pts, each additional project 5 pts, up to max. additional 20 pts</i>)	30	
	Language Qualifications (<i>proficiency in English required – 5 pts; command of Russian required--5 pts</i>)	10	
Total Section 3			450



Section 5. Terms of Reference

A. PROJECT TITLE: EUROPEAN UNION Confidence Building Measures V Programme (EU- CBM V)

B. PROJECT DESCRIPTION

General Background:

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

The EU CBM programme is focused on 4 specific fields: promoting business development; support to community development and cross river platforms of cooperation; preserving cultural and historical heritage and assistance to media development and cooperation.

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

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

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

Synergy was established with EU-funded TWINNING programme whose experts provided series of seminars on conservation-restoration practices as well as conducted preliminary assessments of both Flagship project sites.

C. SCOPE OF WORK

The European Union Confidence Building Measures Programme (hereinafter the EU-CBM V Programme) is looking for a company² to develop a **Feasibility Study and Masterplan of Bender Fortress** to lay out a roadmap for the conservation/enhancement of the fortress complex, to achieve a comprehensive picture of the steps, phases and of the resources (financial, timewise, technical, institutional) necessary to achieve the rehabilitation of the fortress and develop an overall Master Plan for long term development strategy.

Such a plan is of utmost importance since construction and demolition interventions within the perimeter of the fortress have already taken place as well as landscaping measures, which however do not appear appropriate to the character of the monument and therefore do not enhance the historic setting and open spaces within the fortified compound. The Master Plan is a key instrument to ensure the effective achievement of the conservation, rehabilitation, enhancement and promotion of the Bender Fortress.

Bender fortified complex exhibits considerable potential as a highly attractive visitors' destination and this potential needs to be harnessed without compromising the heritage feature of this large-scale monument and facilitating access, both physical and intellectual to the fortress and to its stratified cultural significance.

² This notion relies to any forms of legal entities that are active in the field of cultural heritage conservation.

The Master Plan therefore should take into consideration the following objectives among those to be pursued through its elaboration and implementation:

- cultural enhancement of the area while respecting the historical testimonies that characterize this site;
- environmental, social and economic sustainability;
- participation in development, with the aim of creating a business and impact on employment;
- reinforcing the sense of community and the relationship with the fortress;
- the zero consumption of soil and the recovery of the existing building;
- the recovery of functions compatible with the monument and its setting;
- the implementation of eco-sustainable forms of transport;

Commissioning of the Feasibility Study should be coupled with that of the Master Plan outline, as the two documents go hand in hand, the Master Plan being a detailing and operationalisation of the Feasibility Study.

The aim and content of the Feasibility study for the entirety of the Bender fortress is based on different sources, including the Government Decision No. 1029/ 19.12.2013 on public capital investments as amended, the Moldovan draft Code of Urbanism and Construction (the section on protected areas has been considered the most relevant one for the present purpose) and the European Commission /ICOMOS Document "European Quality principles for Cultural Heritage interventions" (November 2018).

The Feasibility study, in coherence with the three above mentioned documents will be organised according the structure indicated by the GD n. 1029/ 2013, but shall address specific aspects related to the heritage significance of Bender fortified compound.

Table of contents for the feasibility study:

1. *Executive Summary*

2. *Analysis of the existing context*

2.1 understanding the heritage significance of the Bender fortress

2.2 Delineation of the target area and its area of influence for the master plan

2.3 Overview of the social and economic context (based on existing literature)

2.4 Government policy for the sector / sub-sector (based on existing literature)

2.5 Roles and responsibilities in the sector / sub-sector (based on existing literature)

2.6 Summary of results of previous studies

3. *assessment and demand analysis*

3.1 Needs analysis of the Bender fortified compound as a heritage place

3.2 Needs analysis and identification of target users

3.3 Analysis of options

3.4 Defining project/ programme outcomes

3.5 Demand forecast

4. *Analysis of spatial planning problems, particularly in relation to their impacts on the bender fortress as a heritage place*

4.1 Reviewing land-use issues

4.2 Compliance with spatial plans and potential needs for change in current plans for heritage safeguard

4.3 Assessing the need for any purchase of land

5. *Technical studies needed and assessment of project costs*

5.1 Environmental and heritage conditions

5.2 Preliminary phasing of the master plan

5.3 Preliminary indications for the first phase of the conservation programme

5.4 Maintenance interventions prioritisation

5.5 Input parameters/ guiding principles for conservation and operation

5.6 Estimates of capital and operating costs over the life of the programme to achieve sustainability

6. *Environmental, heritage and social impacts*

6.1 Summary of the main elements to be considered for the heritage and environmental impact assessment

6.2 Summary of main elements to be considered for social impact assessment

6.3 Requirements for heritage and environmental permits

7. *Implementation and operational arrangements*

7.1 Capacities of the entities responsible for implementation and operation

7.2 The Framework Plan and a timetable for the implementation of the project

7.3 Project Management Arrangements

However, all three documents: Government Decision No. 1029/ 19.12.2013 on public capital investments, Moldovan draft Code of Urbanism and Construction and European Commission/ ICOMOS Document "European Quality principles for Cultural Heritage should be thoroughly reviewed and taken into consideration in the preparation of the Feasibility Study.

With regard to the Master Plan, the Draft Code of Urbanism and Construction of the Republic of Moldova proved again to be a useful source. In particular the provisions contained in art. 136 and articles 62 through 71, as well as the provisions contained in the Draft Law on Historic Monuments, which outlines principles and objectives of interventions in the historic sites.

UNDP may share these documents with the interested Offerors upon request.

D. KEY ACTIVITIES

The Feasibility study, in coherence with the three above mentioned documents will be organised according the structure indicated by the GD n. 1029/ 2013 as presented above and must address specifically the following:

- Understanding the property
 - Recognition, identification, listing and mapping of all buildings and structures, including those that might not bear heritage significance;
 - Mapping of the historic development of the fortress and of the corresponding structures;
 - Assessment of their state of conservation, including possible past transformations;
 - Understanding and explanation of their cultural significance and preliminary assessment of the significance hierarchy;
 - Identification of threats to its condition and process of decay;
 - Identification of the sensitivity to change, of the different parts of the complex and of the buildings, and of thresholds of change that can be achieved without loss of values, describing risk assessment of intervention and mitigation possibility.
- delimiting the area of influence of the monument, based on its characteristics and the relationship with the natural or built environment. The following must be taken into consideration:
 - Physical relationship (determination of the impact area);
 - functional relationship (area of influence, action);
 - archaeological relation (locating the old traces of an earlier building);
 - memorial relations (location of places of cultural, spiritual, traditional significance in the vicinity of heritage value);
 - ambient and aesthetic relation (scale, overall and landscape, perspective effects, shape, color harmonies, etc.);
- clearly defining the project objectives;
- Principles for environmental sustainability;
- Financial and economic feasibility of intervention and maintenance;
- Legal and regulatory guidance;
- A plan for community consultation.

The main objectives of the Master Plan should include the preservation of the site, the presentation and interpretation of its cultural significance, make the fortified compound a pleasant, welcoming place for the benefits of visitors and citizens alike and achieving economic independence.

To achieve these aims, aspects to be addressed in developing the Master Plan include, but are not limited to, the following:

- Propose a vision for the future of the entire fortified complex rooted in its cultural significance;
- Rationalise the uses permitted in the fortified compound in line with the preservation of the cultural significance of the place and its enhancement;
- diversify the visitation circuits and enhance the visitors' experience within the fortress;
- reorganise the key functions within the fortress (for reception, sport-recreational activities, service offer, research and study, ...);
- find a relation between existing buildings and equipment in harmony with a sustainable development framework;
- address the arrangement of the open spaces and of the vegetation through a careful historic landscape approach;
- how to increase the knowledge of the fortress (elements for a research programme).

This Masterplan must contain and further develop the content of the Feasibility Study. Based on the investigation and resulting report developed within the feasibility study, which shall become integral part of the Master Plan for the Bender Fortress, the Plan should define at least:

- the boundaries of the appropriate target area and of the protection zone for the monument;
- the strategy for the management of the fortified complex, based on its cultural significance and vulnerabilities;
- land-use zones that reflect the understanding of the cultural significance of the fortified complex as a whole and of its different parts, their vulnerability to change and their potential vocation to house functions different from the original ones;
- an ad- hoc study of the landscape and of the open spaces in order to orient interventions in this sector; a circulation study within the complex (vehicular, by bicycle, pedestrian);
- the phasing of the implementation of the rehabilitation in connection with the planned phasing out of the military use;
- special actions to be undertaken to facilitate the enhancement of the cultural heritage (e.g. the demolition of impacting constructions, the acquisition of private land for the implementation of the conservation programme, etc.);
- guidelines for all interventions, including new constructions if they will be allowed.

Masterplans elaborated for heritage properties/ areas contain a clear indication of the objectives of the Plan, of the vision for the heritage targeted by the Plan, a description of the heritage property and of its historic development, a mapped inventory of the heritage resources and of their role in supporting the heritage significance of the whole property, an indication of the conditions of the heritage resources, a SWOT analysis for the heritage property that often guides the themes addressed by the Plan (e.g., heritage conservation, landscape, development opportunities, accessibility, interpretation, etc.), a zoning related to permitted uses, regulations for each zones and guidelines for any intervention, clearly set out priorities for action.

The final structure of the content shall be agreed upon with the Contracting Authority but shall reflect the and the above-mentioned tasks and outline.

In principle the Masterplan for Bender shall include:

- detailed report with attached photographic / graphic documentation containing:
 - analysis of the overall context of the territory of Tighina, by way of example, of the following aspects: historical-archaeological, landscape, environmental, naturalistic, etc .;
 - the definition of the boundaries of the target area of the Plan in relation to the significance of the fortress, its area of influence and protection zone;

- Analysis of the significance values of the fortress and of its buildings, with a particular attention to the importance of the historical stratification;
- the identification of the built structures comprised in the fortified complex and relative planimetric location;
- the assessment of their architectural morphology, of their capacity to support the heritage significance of the fortress and the identification of the heritage – supporting features;
- the preliminary assessment of their state of conservation and of the vulnerability of each structure with regard to the present and potential future interventions (susceptibility to change)
- summary report, following the analyses conducted, concerning the possible cultural and economic enhancement, within a broader development context that takes into consideration the whole of the Bender/ Tighina compound, which must contain:
 - preliminary land -use zoning, and proposals for possible uses of buildings, compatible with their intrinsic characteristics and with the relevant regulations, and in particular urban planning, environmental and landscape;
 - guidance for open space arrangements and landscaping more compatible with the character of the fortified complex
 - analysis of possible opportunities in relation to regulatory, authorization, planning constraints and any operational, financial and commercial criticalities regarding the possible use of individual buildings;
 - definition of one or more scenarios for the enhancement of the territory of Tighina, based on the analysis of the socio-economic and tourist situation of the area in relation to the potential for development also with reference to the tourist attraction poles existing in the region.

The Masterplan need a report accompanied by the related graphic documentation addressing the following aspects:

- the strategic role that the program intends to play for socio-economic and cultural development, living and working conditions, social integration and the enhancement of cultural and natural heritage;
- the expected results on the short, medium and long term, the set of actions and works to be carried out, the priority order of the actions, the services to be provided and activities that are however relevant for local development or for the redevelopment of area;
- the estimate of the overall implementation costs;
- the estimate of the costs of public interventions with particular reference to the infrastructural networks and the improvement of accessibility to the same;
- The estimate of conservation-maintenance and long-term monitoring of the buildings
- Preliminary elements for a business plan to support the implementation of the programme.

EU-CBM V Programme will parallelly engage technical expertise and design activities for phase 1 of conservation/restoration works, as outlined in TWINNING Programme Bender Fortress preliminary study and agreed with stakeholders. Under the supervision of Contracting authority, the Contractor will be coordinating/consulting with Designer company to ensure the synergy, relevance, compatibility and continuity of the phase 1 design works with overall Masterplan of Bender fortress.

The TWINNING Programme Bender Fortress preliminary study can be made available upon request to the companies registered to participate in the tender.

E. KEY DELIVERABLES AND INDICATIVE TIMEFRAME

Deliverables	Expected Period
1. Detailed Work Plan developed, submitted and accepted	<i>2 weeks after contract signature</i>
2. First draft of Feasibility Study and Masterplan is presented for review and comments by stakeholders	<i>3 months after contract signature</i>
3. Final Feasibility Study including all related documentation	<i>1 month after official reception of comments by reviewers</i>
4. Final Feasibility Study and Masterplan, including all photographic, graphic and other related documentation.	<i>3 months after official reception of comments by reviewers and no later than 7 months from contract signature</i>

All deliverables should be endorsed by UNDP and be provided in English, both in hard and electronic copies.

F. INSTITUTIONAL ARRANGEMENTS

The Contractor will be awarded a contract with UNDP for the delivery of services applied for and will work under the guidance of the EU-CBM V Project Officers/Engineers and supervised by EU-CBM V Community Infrastructure Project Manager. EU CBM V will provide all available relative documentation, facilitate first contacts, access to the site and communication with stakeholders while **Contractor will be responsible for arranging all necessary transportation and logistics arrangements, obtaining all needed permissions and establishing and maintaining of good working relationships with all involved parties. Please, ensure that all kind of translation costs (written and oral) shall be arranged by the Contractor (in Transnistria region the predominant population is Russian-speaking and also the documentation is kept in Russian language).**

G. DURATION OF WORK

- a) The estimated duration of works is maximum 7 months. The expected time of commencement of contract is December 2019;
- b) UNDP will require maximum of 14 (fourteen) days (depending on the implementation stage) to review the deliverables, provide comments, approve or certify acceptance of deliverables.

H. QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS

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

The applicant company should:

- Minimum 10 years of experience on Cultural Heritage objects planning conservation/restoration out of which at least 5 years of international experience;
- Have in its portfolio at least 2 Cultural heritage projects which estimated value is equal or above 1 000 000 Euro, in the field of assessment, feasibility studies, technical expertise and/or technical design;
- Experience in implementing of Projects in South-Eastern European countries is an advantage;
- Experience in implementing projects of Historical Fortress and Military type objects is a strong advantage;
- Demonstrated experience of projects implemented by multi-disciplinary and multi-national teams is a strong advantage;
- Past work experience of team members in Moldova (including Transnistria) is a strong advantage.

The proposed team of professionals who will prepare the Feasibility Study and the Master plan must have the following professional skills:

TEAM Leader – Land Use /urban /heritage Planner (International position) (at least 10% of assignment time to be spent on site!)

- Master Degree (or equivalent) in land use planning, urban planning, heritage planning;
- Possession of professional licence (e.g. registered architect) for at least 10 years;
- At least two (2) masterplans/plans developed over the last 10 years for cultural heritage sites in publicly funded conservation/rehabilitation projects/programmes (i.e. at least one contract on similar activities in the last 5 years);
- Experience in managing similar to this assignment contracts in terms of works and scope;
- Experience working with UN Agencies/EU funded projects is an advantage;
- Good command of English language is required. Command of Romanian and/or Russian will be an advantage.

Senior Conservation Architect (International position) (at least 10% of assignment time to be spent on site!)

- Master Degree (or equivalent) in architectural conservation/ architecture. If the Master Degree is in architecture, possession of post-graduate master or PhD in built heritage conservation is a strong advantage;
- Possession of professional licence (e.g. registered architect) for at least 10 years;
- Experience in developing conservation programmes, masterplans or management plans for cultural heritage sites (at least one plan elaborated over the last 3 years);
- 10 years of experience working with technical – scientific documentation for conservation/ rehabilitation projects of heritage complexes will be an advantage;
- Recent experience in publicly funded conservation/rehabilitation projects/programmes (i.e. at least one contract on similar activities in the last 3 years);
- Good command of English language is required. Command of Romanian and/or Russian will be an advantage.

Economist (International or Local position)

- Master Degree (or equivalent) in economics applied to cultural or natural heritage;
- Experience in developing business/ sustainability plans for masterplans or management plans for cultural/ natural heritage sites (e.g. at least one plan elaborated over the last 5 years);
- Good command of English language is required. Command of Russian will be an advantage.

Landscape expert (International position)

- Possession of professional licence (e.g. registered architect) for at least 10 years;
- Professional Experience in developing historic landscape analysis and planning within cultural heritage properties/ areas;
- Good command of English language is required.

Archaeologist (Local position)

- Master Degree (or equivalent) in archaeology;
- At least ten years of experience in the profession with particular regard to preventive archaeology and archaeology applied to spatial planning instruments
- Experience in collaborating to conservation programmes and or masterplans for large-scale heritage compounds

- Good command of English and Russian languages is required.

Junior Architect or Engineer (Local position)

- Master Degree (or equivalent) in architectural conservation/ architecture;
- At least 3 years of experience in the practice, especially in conservation/ restoration of architectural objects;
- Experience working in international teams is an advantage;
- Attendance to post-graduate course in architectural conservation is a strong advantage;
- Good command of English language is required. Command of Russian will be an advantage.

For the purpose of:

- knowledge transfer and local cultural heritage technical capacities upgrade;
- facilitation of efficient communication;
- acquaintance and adherence to Moldovan rules and regulations;

if 2 of proposed team members will be Moldova/Transnistria residents and have Russian/Romanian language capacities it will be a strong advantage.

Section 6: Returnable Bidding Forms / Checklist

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

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

Technical Proposal:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form (if the case)	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal

(Password protected file shall be uploaded. Bidders that will pass the technical compliance score, will be asked (via e-mail) to provide the password)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	19/01992		

We, the undersigned, offer to provide the services for **Develop a Feasibility Study and Masterplan of Bender Fortress** in accordance with your **Request for Proposal No. 19/01992** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

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

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

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

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation including the Certificate from State Register ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ▪ Financial Statement (Income Statement and Balance Sheet) for the past 2 years (2017, 2016) ▪ Statement of Satisfactory Performance from the Top three (3) Clients in terms of Contract Value the past two (2) years

- A copy of preliminary Agreement in case of Consortium or sub-contracting
- Implementation Plan (sequence of actions) for the services required in the ToR
- List of contracts/sites undertaken within the last 10 years
- CVs (shall be signed by the envisaged person), together with attestation certificates (if applicable) and training attendance certificates (if applicable), of the Key personnel (mentioned under point H, Section 5: ToR)
- All information regarding any past and current litigation during the last five (5) 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
- Dully filled in Forms A-G

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	19/01992		

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

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

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

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

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

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	19/01992		

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

Historical Contract Non-Performance

☐ Contract non-performance did not occur for the last 3 years

☐ Contract(s) not performed for the last 3 years

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

☐ No litigation history for the last 5 years

☐ Litigation History as indicated below

Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 10 years.

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

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

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

☐ Attached are the Statement of Satisfactory Performance from the Top three (3) Clients in terms of Contract Value the past two (2) years.

Financial Standing

Annual Turnover for the last 3 years	Year 2018	USD
	Year 2017	USD
	Year 2016	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	2018	2017	2016
	Information from Balance Sheet		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Information from Income Statement		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

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

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

Form E: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	19/01992		

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

SECTION 1: Bidder's qualification, capacity and expertise

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

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 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 and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services. For the relevant staff, the accreditation certificates shall be provided. Such CVs shall be dully signed by the envisaged person.

Format for CV of Proposed Key Personnel

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

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

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	19/01992		

We, the undersigned, offer to provide the services for the **Development of a Feasibility Study and Masterplan of Bender Fortress** in accordance with your **Request for Proposal No. 19/01992** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

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

We understand you are not bound to accept any Proposal you receive.

Name: _____
Title: _____
Date: _____
Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	19/01992		

The Bidder is required to prepare the Financial Proposal following the below format, that can be adjusted according to your Technical Proposal, and submit it separately from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the proposal: US\$

A. **Cost Breakdown per Deliverables***

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1: Detailed Work Plan		
2	Deliverable 2: First draft of Feasibility Study and Masterplan is presented		
3	Deliverable 3: Final Feasibility Study and Masterplan, including all photographic, graphic and other related documentation submitted to and accepted by UNDP and final beneficiary		
	Total	100%	USD

**Basis for payment tranches*

B. **Cost Breakdown by Cost Component:**

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the format proposed below, however, it shall be adapted to your proposal. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Unit of measure (day, unit etc.)	Quantity	Unit Price in US\$	Total Price in US\$ per budget line
-------------------------	----------------------------------	----------	--------------------	-------------------------------------

I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Translation costs				
5. Equipment Lease				
6. Others				
III. Other Related Costs				