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INVITATION TO BID

Reconstruction works for the modernization of the Swimming Center within the "Dinamo Central Sport Club" (Stage III)

ITB No.: 20/02152

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

Country: Moldova

Issued on: October 23, 2020

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Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation
Section 2: Instruction to Bidders
Section 3: Bid Data Sheet (BDS)
Section 4: Evaluation Criteria
Section 5: Schedule of Requirements and Technical Specifications
Section 6: Returnable Bidding Forms

- Form A: Bid Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule
- Form G: Form of Bid Security
- Form H: Form for Performance Security
- Form I: Form for Advanced Payment Guarantee

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

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

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

Issued by

Liuba Livadari
_____

Name: Liuba Livadari
Title: Project Associate
Date: **October 23, 2020**

Approved by:

Corina Oprea
_____

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

OD

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Section 2. Instruction to Bidders

GENERAL PROVISIONS	
1. Introduction	1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d 1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB. 1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website. 1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2. Fraud & Corruption, Gifts and Hospitality	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 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. 2.3 In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. 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
3. Eligibility	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. 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture

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		members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.
4. Conflict of Interests	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: a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
	4.2	In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
	4.3	Similarly, the Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.
	4.4	The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
B. PREPARATION OF BIDS		
5. General Considerations	5.1	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
	5.2	The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
6. Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

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7. Language	7.1	The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Bid	8.1	The Bid shall comprise of the following documents and related forms which details are provided in the BDS: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	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.
10. Technical Bid Format and Content	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
	10.3	When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
	10.4	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11. Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
	11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12. Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
	12.2	The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.
	12.3	If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
	12.4	In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
	12.5	The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of

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

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	cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials 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.
15. Only One Bid	15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture. 15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive. 16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid. 17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid. 17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
18. Clarification of Bid (from the Bidders)	18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received. 18.2 UNDP will provide the responses to clarifications through the method specified in the BDS. 18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious

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		manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Bids	19.1	At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	19.2	If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
	20.2	If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1	When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.
C. SUBMISSION AND OPENING OF BIDS		
22. Submission	22.1	The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.
	22.2	The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
	22.3	Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows: a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.

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	(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall: i. Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
Email and eTendering submissions	22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows: a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. 22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/
23. Deadline for Submission of Bids and Late Bids	23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP 23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
24. Withdrawal, Substitution, and Modification of Bids	24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission. 24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION" 24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos. 24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. 25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope

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	labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders. 25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION OF BIDS	
26. Confidentiality	26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award. 26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	27.1 UNDP will conduct the evaluation solely on the basis of the Bids received. 27.2 Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). 29.2 In general terms, vendors that meet the following criteria may be considered qualified: a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions

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	against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. Due diligence	31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid. 32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB. 32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.
33. Responsiveness of Bid	33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission. 33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformities, Reparable Errors and Omissions	34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

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	34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows: a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.

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40. Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1	Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1	If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1	Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	45.1	UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
46. Other Provisions	46.1	In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.
	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.
	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

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Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	☒ English ☒ Others: Romanian / Russian
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	**Will be Conducted** Web transmission: **October 28, 2020, 10:00 am** (Moldova local time) **Online:** https://undp.zoom.us/j/89679178877?from=msft Please send a message by **October 27**, expressing your interest in participating at the pre-biding conference to the email of the focal point indicated below: The UNDP focal point for the arrangement is: Liuba LIVADARI, MIA Project Associate Telephone : +373 60011165 E-mail: liuba.livadari@undp.org --- *Please, confirm your participation by COB one day before the pre-bid meeting*

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4.1.		Site visits	**Bidders should arrange site visits at their own cost and shall coordinate the site visits with the following contact person from UNDP:** **Viorel Albu, MIA Project Manager, viorel.albu@undp.org**
5	16	Bid Validity Period	120 days
6	13	Bid Security	**Required in the amount of USD 10,000** Acceptable Forms of Bid Security: ▪ Bank Guarantee (See Form G: Form of Bid Security)
7	41	Advanced Payment upon signing of contract	Allowed up to a maximum of 20% of contract value If it will exceed the amount of 30,000 USD, the bidder must submit an advanced payment security in the same amount as the advanced payment, using the form and the content of the document in section 6 (FORM I: Form for Advanced Payment Guarantee)
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.25% Max. number of days of delay – 30 calendar days, after which UNDP may terminate the contract.
9	40	Performance Security	Required in the amount of 10% of the contract amount (see Section 6, FORM H: Form for Performance Security) Performance Security shall be provided by the selected bidder within (7) days upon issuance of letter of intent/contract and before issuance of the notice to proceed. Performance Security shall be valid until a date - 30 days from the date of issue by UNDP of a certificate of final completion. It will be returned to the contractor within 30 days of final completion of the contract. The Defect Liability Period is 12 months from the day the certificate of completion was issued.
10	12	Currency of Bid	United States Dollar. Reference date for determining UN Operational Exchange Rate: November 5, 2020. For reference please access http://treasury.un.org/

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11	31	Deadline for submitting requests for clarifications/ questions	2 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Viorel ALBU, MIA Project Manager E-mail address: viorel.albu@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email and/or Posting on tender webpage http://www.undp.md/tenders/index.shtml http://procurement-notices.undp.org/ http://www.ungm.org/ https://etendering.partneragencies.org and posting on e-tendering
14	23	Deadline for Submission	**November 5, 2020, 12:00 PM local time (UTC +2)** For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. **PLEASE NOTE:** 1. Date and time visible on the main screen of event (on etendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the etendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system 2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Bids	☒ e-Tendering
15	22	Bid Submission Address	https://etendering.partneragencies.org Username: event.guest Password: why2change **BU name: MDA10** **Event ID: 0000007598** Please note: *1. It is strongly recommended to create your username with two parts, your first name and last name separately by ".", similar to the one shown above.* *2. You can participate in the proposal event only if you have registered in the system.*

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			3. Please refer to Appendix A-Instructions to bidders and Appendix B-Q&A for bidders. *4. Bidders that have accepted the invitation in the system will be notified via e-mail that changes have occurred. It is responsibility of the Bidder to view the respective changes and clarifications in the system.*
16	22	Electronic submission (eTendering) requirements	Format: PDF files only ▪ All file must have relevant names ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. Files should have relevant names, based on their content. ▪ All files must be free of viruses and not corrupted. ▪ Documents which are required in original (e.g. Bid Security) may be presented in original during the evaluation process (upon request), however its' PDF copy shall be submitted as part of the electronic submission.
17	25	Date, time and venue for the opening of bid	In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced eligible, qualified and technically responsive bid.
19		Expected date for commencement of Contract	November 25, 2020
20		Maximum expected duration of contract	150 days, starting from the date on which the Contractor is given Access to the Site and receives a notice from the UNDP Engineer to commence the Works and ending on the date of substantial completion of Works stated in the Certificate of Substantial Completion.
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	Further information, instructions and/or amendments to the solicitation documents shall be published at the UNDP Moldova tenders website: http://www.undp.md/tenders/index.shtml

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25		Precondition for release of contract	• Submission of the performance security in the format and in the amount required under point 9 above • Provide the list of key personnel that will execute the works, together with their signed CVs (using the format proposed under Form E: Format of technical bid, provided below and also in Word format attached to the announcement) and their valid professional certificates. <u>The requirements toward the key personnel are as follows:</u> Minimum qualified specialists with at least 3 years of experience in their specific domain, each (License should be valid for the Republic of Moldova at the date of presentation): 1) 1 (one) certified construction foreperson; 2) 1 (one) certified electrician; 3) 1 (one) certified specialist in heating and ventilation, conditioning; 4) 1 (one) certified water and sewage specialists; 5) 1 (one) certified engineer in Automatization; 6) 1 (one) certified engineer in CCTV. *(For JV/Consortium/Association, any of the partners may be the employee, or the specialists may be a contribution of all the JV/Consortium/Association partners*)

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Section 4. Evaluation Criteria

Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security (if required) submitted as per ITB requirements with compliant validity period.

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	▪ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; International companies interested in providing such works may use one of the following modalities to operate in Moldova: ○ make a Joint Venture/Consortium/Association with a local company which has certified specialists (please refer to relevant information of the ITB: Section 2. Instruction to Bidders, point 14., Section 4: Evaluation Criteria if bid submitted as a Joint Venture/Consortium/Association, Section 6, FORM C); ○ register/hold a legal representation/branch in the country with certified specialists; ○ subcontract a local company which owns certified specialists (please refer to relevant *Form E: Format of Technical Bid, Section*	Form B: Bidder Information Form

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	2.2). The contract (or Statement of intention) for subcontracting of services/works with the local company should be attached as proof); ▪ Apply directly, but hire locally certified key specialists (contracts shall be submitted as prove at the moment of the contract signature) as required under *point 25 of the Section 3 Bid Data Sheet "Precondition for release of contract";* ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder; ▪ Export/Import Licenses, if applicable; ▪ Other relevant licenses and certificates.	
QUALIFICATION		
History of Non-Performing Contracts[1]	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 5 years of relevant experience in civil engineering/ construction.	Form D: Qualification Form
	Minimum 2 (two) implemented contracts for construction sites related to civil works implemented in over the last 5 years: with a value not less than 600,000 US$ per each construction site. *(For JV/Consortium/Association, the rest of JV/Consortium/Association partners should meet requirement. Please, ensure that confirming documents are attached and it is clear who meets the requirement).*	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD 600,000 for the past 3 years. *(For JV/Consortium/Association, lead company only should meet requirement).*	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. *(For JV/Consortium/Association, all Parties should meet requirement).*	Form D: Qualification Form
Technical Evaluation	▪ The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid, document and submission and non-submission of required documents.	▪ Form E: Technical Bid Form ▪
	▪ The submission of the following documents according to WinSmeta software is mandatory: ▪ Respective Bills of Quantities (F7, as per Annex 1); ▪ Duly filled-in Unit Price Catalogue (F5); ▪ Duly filled-in Resource Schedule (F3). ▪ Full compliance of Bid to the Technical specifications and Schedule of Requirements (as per Section 5a); ▪ Demonstrated capacity to implement and commission all activities within the	

[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.

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	proposed timeframe, which shall not exceed 150 calendar days. ▪ Will serve grounds for disqualification: • Failure to submit one of the above-mentioned documents; • When developing BoQs, please be guided by the National Regulatory Framework in Construction as per NCM L.01.01-2012 and Regulation on the procurement of public works (http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=347161 http://mdrc.gov.md/public/files/NCM_L.01.01_PROIECT.pdf , http://lex.justice.md/md/295702/). ▪ Any deviations from the provisions of these documents will serve grounds for disqualification: • Changes in codes for works required*; • Changes in the volume of works required*; • Changes in the volumes of resources in the norms of materials, human power and tools*; • Changes in coefficient for norms*; • Proposing the manpower remuneration below the minimum required by the National Legislation (besides the situation when a respective proof from relevant authorities is obtained and presented according to Informative Norms Letter No. 10/1-0086 of 15.06.2018. ▪ When developing BoQs, please be guided by the National Regulatory Framework in Construction as per NCM L.01.01-2012 and Regulation on the procurement of public works http://lex.justice.md/index.php?action=view&view=doc&lang= 1&id=347161 http://www.devize.md/resurse/CPL%2001.01-2012.pdf http://lex.justice.md/md/295702/	
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F and BoQ. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including warranty). Comparison with budget/internal estimates.	Form F: Price Schedule Form

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

A. Background Information

1. General Overview:

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

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

2. Specific Context:

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

A detailed analysis of drowning cases disaggregated by gender and age, shows that during the past two years, along with the overall ascending trend in the total number of drownings, a dramatical increase of drownings among females and minors was recorded. Thus, in **2015** there have been registered 144 cases, including 4 females and 14 minors, while in **2016** – their number increased to 185 cases, including 29 females and 23 minors. During the first six months of the **2017,** there drowned 8 females and 12 minors. According to recent global studies, Moldova ranks 44th out of 172 globally evaluated countries on cases of drowning.[2]

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

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

[2] http://www.worldlifeexpectancy.com/cause-of-death/drownings/by-country/

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national swimming competition, accordingly to the International Swimming Federation (FINA) standards. According to the modernization concept, it is proposed to repair the swimming pool using modern materials - stainless steel alloys (with the application of a waterproofing membrane), placed on a structure of metallic shells on the reinforced concrete walls of the pool. The upgraded facility will offer better conditions for effective training courses and drowning cases simulation: first aid and rescue. It also will promote the swimming related sport activities. Besides enhancing MIA's capacity, this activity will include clear benefits for youth, men and women belonging to vulnerable groups.

The reconstruction of the Dinamo Swimming Centre consists from **two main stages.**

Stage I:

- dismantling and demolition works of the auxiliary buildings and both swimming pools of the Dinamo Swimming Centre;
- reinforcement works for both swimming pools and existing premises;
- reconstruction of the existing technical basements (up to zero cycle) in which the water treatment systems and heating point nr.2 will be located;
- Procurement and installation of water treatment and filtration systems for both swimming pools;
- Procurement and installation of swimming pools' related equipment.

Stage II:

- Construction of new cloakrooms and necessary administrative spaces, including all relevant internal networks;
- Reconstruction of the existing Administrative Building of the Dinamo Central Sport Club;
- Reconstruction of external networks of water supply, sewerage systems and heating;
- Internal works – Cycle zero.

Stage III:

- Internal finishing works;
- Completion of internal electrical system;
- Heating, ventilation and conditioning systems;
- CCTV networks;
- External Power Supply Network;
- External lighting network;
- Land improvement.

The implementation of the Stage I was initiated in September 2018 and is almost completed. It is expected that all activities related to the 1st Stage will be finalized until the end of December 2020. It is expected that all activities related to the 1st Stage will be finalized until the end of December 2020. The implementation of the Stage II was initiated in September 2019 and was completed in July 2020. Thus, the current tender refers **only the reconstruction works related to the Stage III**. In this regard, UNDP Project has developed the detailed technical documentation and BoQ for the reconstruction of the Dinamo Swimming Center (Annex 1).

B. Scope of Works

UNDP seeks companies or a consortium of companies which have proven experience in carrying out construction/reconstruction works of social infrastructure at highest quality requirements and standards. The scope of works is to carry out internal finishing works, completion of internal electrical system, heating, ventilation and conditioning systems, CCTV networks, reconstruction of external networks of external lighting and land improvement, preliminary and final commissioning of one (1) infrastructural project situated in Chisinau, 23 Gheorghe Asachi Str.

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

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

It is envisaged that the works include the following activities:

- **Reconstruction works and installation of required equipment**:, external and internal finishing works, completion of electrical system, heating, ventilation and conditioning systems, CCTV systems, external lighting system and land improvement works etc.
- **Commissioning** of all supplied systems, equipment, materials and construction works including making required training and performance test measurements.

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

- **Sites**

Item No.	Project's Name	Location	Contact Person
1	Reconstruction works for the modernization of the Swimming Center within the "Dinamo Central Sport Club" (Stage III)	"Dinamo Central Sport Club", 23 Gh. Asachi Str., Chisinau, Moldova	Viorel Albu, MIA Project Manager, Viorel.albu@undp.org

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

C. Main Technical Requirements for Works and Specialized Equipment

General preparatory and reconstruction works

Under the current tender the following reconstruction works are proposed to be undertaken: Reinforced concrete constructions (BoQ 2-1-1), Architectural Solutions (BoQ 2-1-2), Technical and sanitary works (BoQ 2-1-3), Internal water and sewerage networks (BoQ 2-1-4), Indoor Electric Works (BoQ 2-1-5), Video control (BoQ 2-1-6), Low voltage telecommunications (BoQ 2-1-7), Fire signalling (BoQ 2-1-8), Security signalling (BoQ 2-1-9), Automatization (BoQ 2-1-12), External Power Supply AEE (BoQ 4-1-1), External water and sewerage networks (BoQ 6-2), External power supply networks (BoQ 6-3), External lighting (BoQ 6-4), Land Improvement PG (BoQ 7-1).

All technical solutions and works will be performed in line with the technical documentation no. RFQ19-01861, developed by „BIM-TECH Solution" S.R.L. Company, License A MMII 045303 of 31.07.2014; the Technical Specifications

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announced for this tender, as well as local normative documents: NCM G.03.02:2015 "External sewerage networks and installations"; СНиП 3.02.01-87 "Constructions in the ground, foundations and basement "; СНиП II-89-80 "General plans for industrial enterprises "; СНиП III-4-80 "Labor security in constructions ".

D. Management arrangements

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

E. Training

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

I. Implementation Timeframe and Required Deliverables

The overall term of execution of works in the Contract is spread over **150 calendar days,** effective from Contract signature date. The Contractor shall have all required tasks completed and approved by Engineer before/ by the last calendar day of the contract period. The following is the list of required key deliverables:

	Deliverables	**Timeframe**
1	Accomplishment of all construction/reconstruction works, supply and installation of all equipment included in: Reinforced concrete constructions (BoQ 2-1-1), Architectural Solutions (BoQ 2-1-2), Technical and sanitary works (BoQ 2-1-3), Internal water and sewerage networks (BoQ 2-1-4), Indoor Electric Works (BoQ 2-1-5), Video control (BoQ 2-1-6), Low voltage telecommunications (BoQ 2-1-7), Fire signalling (BoQ 2-1-8), Security signalling (BoQ 2-1-9), Automatization (BoQ 2-1-12), External Power Supply AEE (BoQ 4-1-1), External water and sewerage networks (BoQ 6-2), External power supply networks (BoQ 6-3), External lighting (BoQ 6-4), Land Improvement PG (BoQ 7-1).	**within 130 calendar days** starting from the date on which the Contractor is given Access to the Site and receives a notice from the UNDP Engineer to commence the Works and ending on the date of substantial completion of Works stated in the Certificate of Substantial Completion.
2	Preliminary Commissioning at the stage of works finishing.	**within 135 calendar days** starting from the date on which the Contractor is given Access to the Site and receives a notice from the UNDP Engineer to commence the Works and ending on the date of substantial completion of Works stated in the Certificate of Substantial Completion.
3	Final Commissioning of construction works, including training of end users.	**within 150 calendar days** starting from the date on which the Contractor is given Access to the Site and receives a notice from the UNDP

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		Engineer to commence the Works and ending on the date of substantial completion of Works stated in the Certificate of Substantial Completion.

F. Commissioning works

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

G. Warranty Period

The Warranty period on works shall commence upon the Certificate of Final Completion and last minimum 36 (thirty-six) month. The equipment shall be covered by at least 60 (sixty) months warranty. In the event that any part is repaired and/or replaced within warranty period, for that single part new 36-month warranty period starts from the date of repair/replacement. However, the overall duration of warranty shall be limited to maximum 60 months in total for parts that are being replaced or repaired, counted from date of the Take Over.

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Section 5b: Other Related Requirements

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2010]	DAP
Exact Address of Delivery/Installation Location	Please refer to Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities
Mode of Transport Preferred	Land
UNDP Preferred Freight Forwarder, if any[3]	N/A
Distribution of shipping documents *(if using freight forwarder)*	N/A
Customs, if required, clearing shall be done by:	Supplier
Ex-factory / Pre-shipment inspection	The contractor is responsible for the quality of materials and equipment used for the reconstruction site.
Inspection upon delivery	The contractor is responsible for the quality of materials and equipment used for the reconstruction site.
Installation Requirements	The contractor will install all the equipment required by tender documents.
Testing Requirements	The contractor will test all the equipment installed as per the requirements of tender documents.
Scope of Training on Operation and Maintenance	The contractor will train the beneficiary on operation and maintenance of the newly constructed and renovated buildings adjacent to the swimming pools and related equipment installed by the company. Please see *Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities.*
Commissioning	Preliminary and final commissioning of the works must be initiated by the Supplier. Please see *Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities*
Warranty Period	▪ Warranty on works and materials minimum 36 (thirty-six) months; ▪ Warranty on equipment minimum 60 (sixty) months; *As per the requirements of Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities.*

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

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Local Service Support	The company will offer necessary support regarding the use and exploitation of installed equipment.
Technical Support Requirements	The contracted company will offer necessary technical support and expertise related to the newly constructed and renovated buildings adjacent to the swimming pools and related equipment installed by the company.
After-sale services Requirements	The contractor will ensure a prompt reaction to eliminate any difficulties as per required warranty. The contracted company will eliminate any infrastructure damages subject of quality guaranty in a maximum one month from the moment of written notification.
Payment Terms *(max. advanced payment is 20% as per UNDP policy)*	▪ Max of 20% upon contract signature ▪ Installments will be paid upon written acceptance of works by UNDP.
Conditions for Release of Payment	☐ Pre-shipment inspection ☐ Inspection upon arrival at destination ☒ Installation ☒ Testing ☒ Training on Operation and Maintenance ☐ Others ☒ Written Acceptance of works based on full compliance with ITB requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	☒ English ☒ Romanian and/or Russian

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Section 6: Returnable Bidding Forms / Checklist

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

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

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	☐
▪ Form B: Bidder Information Form	☐
▪ Form C: Joint Venture/Consortium/ Association Information Form	☐
▪ Form D: Qualification Form	☐
▪ Form E: Format of Technical Bid/Bill of Quantities	☐
▪ From G: Form of Bid Security	☐
▪ Form H: Form for Performance Security	N/A at the stage of bid submission
▪ Form I: Form for Advanced Payment Guarantee	N/A at the stage of bid submission
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	☐

Price Schedule:

▪ Form F: Price Schedule Form	☐

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Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB20/02152		

We, the undersigned, offer to supply the goods and related services required for the *Reconstruction works for the modernization of the Swimming Centre within the "Dinamo Central Sport Club" (Stage III)* in accordance with your Invitation to Bid No. ITB20/02152_and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

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

a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;

b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;

c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;

d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);

e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;

f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

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

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Terms and Conditions for Works and in accordance with the Schedule of Requirements and Technical Specifications/Bill of Quantities.

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[*Stamp with official stamp of the Bidder*]

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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?	☐ Yes ☐ No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	☐ Yes ☐ 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 or ISO 14064 or equivalent 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]
Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]

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Please attach the following documents:	▪ Company Profile, which should not exceed fifteen (15) pages, including, printed brochures and product catalogues relevant to the goods and/or services being procured ▪ Certificate of Incorporation/ Business Registration ▪ The latest Financial Statement (Income Statement and Balance Sheet) including: Auditor's Reports (for international companies) or registered Financial Report at the Statistical Bureau (for local companies) for the past 3 (three) years for the Bidder; *(as per Form D: Eligibility and Qualification Form)* ▪ Official Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country, if applicable; ▪ Details of Previous Relevant Experience within the last 5 years, indicating the Beneficiary name and contact details, scope of executed works, contract amount and period of contract execution *(as per Form D: Eligibility and Qualification Form);* ▪ Employer's statements confirming satisfactory performance by the Bidder, issued within the past 3 years *(as per Form D: Eligibility and Qualification Form);* ▪ List of specialized equipment, containing information about the model and year of manufacture, production capacity and manufacturer of each item. Bidders shall indicate whether the equipment is their own or rented *(as per Form E: Format of Technical Bid);* ▪ Combined Work time schedule, work human-power schedule for execution of contract and project cash flow (*as per Form E: Format of Technical Bid, point 2.4);* ▪ Quality Certificate (availability of ISO2001 etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any, or quality manual, full copy, including the Contract with laboratory; *(For local companies: the quality manual, full copy, including the Contract with laboratory, or the State Inspection Notice for participation in the tender available on the date of bid submission);* ▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures; ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ▪ Export Licenses, if applicable ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable.

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Form C: Joint Venture/Consortium/Association Information Form

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

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

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

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

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

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

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

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

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Form D: Eligibility and Qualification Form

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

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

History of Non- Performing Contracts

☐ Non-performing contracts did not occur during the last 3 years
☐ Contract(s) not performed in the last 3 years

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

Litigation History (including pending litigation)

☐ No litigation history for the last 3 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

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

Please list only previous similar assignments successfully completed in the last 5 years, minimum 2 (two) implemented contracts of similar value, nature and complexity, with a value not less than 600,000 US$ per

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construction site.

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

Required Supporting documents:

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

List previous similar assignments successfully completed in the last 5 years:

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

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

☐ Attached are the Statements of Satisfactory Performance from the Top 2 (two) Clients or more in terms of contract value issued within the past 3 years (Non-dated statements will not be considered).

Financial Standing

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

Financial information (in US$ equivalent)	**Historic information for the last 3 years**		
	Year 1	Year 2	Year 3
	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			

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

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

Form E: Format of Technical Bid

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

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

SECTION 1: Bidder's qualification, capacity and expertise

1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).

1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.

1.3 Quality assurance procedures and risk mitigation measures.

1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Supply, Technical Specifications, Bill of Quantities, and Related Services

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

2.1 A detailed description of how the Bidder will deliver the required civil works and equipment, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.

2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.

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

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

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2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.

2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing, work human-power schedule.

2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

No.	Civil works to be performed Technical Specifications /Bill of Quantities	Your response					
		Compliance with technical specifications		Delivery Date		Licenses, etc. *(indicate all that apply and attach)*	Comments
		Yes, we comply	**No, we cannot comply** *(indicate discrepancies)*	**Expected delivery period,**	*(confirm that you comply or indicate your delivery date)*		
1	Accomplishment of all construction/reconstruction works, supply and installation of all equipment included in BoQ chapters no. 2-1-1, 2-1-2, 2-1-3, 2-1-4, 2-1-5, 2-1-6, 2-1-7, 2-1-8, 2-1-9, 2-1-12, 4-1-1, 6-2, 6-3, 6-4, 7-1.			**within 130 calendar days** starting from the date on which the Contractor is given Access to the Site and receives a notice from the UNDP Engineer to commence the Works and ending on the date of substantial completion of Works stated in the Certificate of Substantial Completion..			
2	Preliminary Commissioning at the stage of works finishing.			**within 135 calendar days** starting from the date on which the Contractor is given Access to the Site and receives a notice from the UNDP Engineer to commence the Works and ending on the date of substantial completion of			

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				Works stated in the Certificate of Substantial Completion..			
3	Final Commissioning of construction works, including training of end users.			**within 150 calendar days** starting from the date on which the Contractor is given Access to the Site and receives a notice from the UNDP Engineer to commence the Works and ending on the date of substantial completion of Works stated in the Certificate of Substantial Completion..			

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

Mandatory documents to be submitted:

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

SECTION 3: Management Structure and Key Personnel

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

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

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

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	*[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]*
	[Insert]
Professional certifications	*[Provide details of professional certifications relevant to the scope of goods and/or services]*
	▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	*[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.]*
	[Insert]
References	*[Provide names, addresses, phone and email contact information for two (2) references]*
	Reference 1: [Insert] Reference 2: [Insert]

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

_____ _____

Signature of Personnel Date (Day/Month/Year)

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FORM F: Price Schedule Form

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

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

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

Currency of the Bid: USD, VAT exclusive

Price Schedule

Item #	Description	Unit	Unit Price *	Quantity Required	Total Price per item VAT exclusive
2-1-1	Reinforced concrete construction	US $		1	
2-1-2	Architectural Solutions	US $		1	
2-1-3	Technical and sanitary works	US $		1	
2-1-4	Internal water and sewerage networks	US $		1	
2-1-5	Power Electrical Equipment / Indoor Electrical Lighting	US $		1	
2-1-6	Video control	US $		1	
2-1-7	Low voltage telecommunications	US $		1	
2-1-8	Fire signaling	US $		1	
2-1-9	Security signaling	US $		1	
2-1-12	Automatization	US $		1	
4-1-1	External Power Supply AEE	US $		1	
6-2	External water and sewerage networks	US $		1	
6-3	External power supply networks	US $		1	
6-4	External lighting	US $		1	
7-1	Land Improvement	US $		1	
				TOTAL (VAT exclusive)	

Name of Bidder: _____

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Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

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FORM G: Form of Bid Security

Bid Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.

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

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated Click here to enter a date. to execute the civil works [Insert Title of Goods and/or Services] (hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security if the Bidder:

a) Fails to sign the Contract after UNDP has awarded it;
b) Withdraws its Bid after the date of the opening of the Bids;
c) Fails to comply with UNDP's variation of requirement, as per ITB instructions; or
d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

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

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

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

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FORM H: Form for Performance Security[4]

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

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

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

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

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

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

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

47. SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:

Name of Bank:

Address:

[4] *If the ITB requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template*

DocuSign Envelope ID: E53B3AF5-C744-4800-8560-A4A5A8D36F99

FORM I: Form for Advanced Payment Guarantee

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

_____ *[Bank's Name, and Address of Issuing Branch or Office]*
Beneficiary: _____ *[Name and Address of UNDP]*
Date: _____
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with you, for the provision of *[brief description of ITB requirements]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Contractor has made full repayment of the amount of the advance payment, or on the __ day of _____, 2___, 20__ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____
[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.