



Moldova

Invitation to Bid

Ref. no. **ITB11/00372**

Date: **20 June 2011**

Dear Sir/Madam,

Subject: ITB for the Supply of Fuel to the UN Agencies in Moldova on Long Term Agreement basis

1. UNDP Moldova, on behalf of the UN Agencies in Moldova, hereby solicits your bid for the supply of various types of fuel on Long Term Agreement basis.
2. To enable you to submit a bid, please find enclosed:

Annex I.	Instructions to Bidders
Annex II.	Bid Data Sheet
Annex III.	General Terms and Conditions
Annex IV.	Special Conditions
Annex V.	Schedule of Requirements
Annex VI.	Technical Specifications
Annex VII.	Bid Submission Form
Annex VIII.	Price Schedule

3. Interested Bidders may obtain further information or clarifications at the following address:

Contact Person: Corneliu Martiniuc, Procurement Associate
Name of Office: UNDP Moldova
E-Mail: corneliu.martiniuc@undp.org

UNDP Moldova will organize on its premises a pre-bidding conference on **29 June 2011 at 11:00**. Representatives of all interested applicants are invited to attend. To confirm participation, please, send a message to corneliu.martiniuc@undp.org by COB on Monday, 27 June 2011.

4. Bids must be delivered to UNDP Moldova office on or before **11:00** (Moldova local time) on **18 July 2011**. Late bids shall be rejected.

Bids can be submitted either in hard copy or electronically.

a) Documents/bids in hard copy need to be addressed to:


**UNDP Moldova,
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: Registry Office/Procurement**

b) Bids sent electronically need to be addressed to the following e-mail address:

tenders-Moldova@undp.org

5. Bids will be opened in the presence of Bidders' Representatives, who chose to attend at 131, 31 August 1989 Street, MD-2012 Chisinau, Moldova, on **18 July 2011 at 12:00** (Moldova local time).
6. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,


Kaarina Immonen
UNDP Resident Representative /
UN Resident Coordinator

INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** The Purchaser invites Sealed Bids for the supply of goods to the UN system.
2. **Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bids.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than ten days prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.
6. **Amendments of Solicitation Documents:** No later than ten days prior to the Deadline for Submission of Bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity shall be written in the language indicated on the Bid Data Sheet.
8. **Documents Comprising the Bid:**

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexes V, VI and VIII and clause 11 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted;
- (d) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents.

9. **Documents Establishing Bidder's Eligibility and Qualifications:**

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.

10. Documents Establishing Goods' Conformity to Bidding Documents:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of, but not be limited to:

- (a) *A detailed description of the essential technical and performance characteristics of the goods;*
- (b) *Copies of Certificates of Conformity issued by relevant regulatory body of the Republic of Moldova and Certificates of Quality issued by relevant regulatory body in the country of origin/production of the offered fuel products;*
- (c) *A list of all gas stations throughout the Republic of Moldova.*

11. Bid Currencies/Bid Prices: All prices shall be quoted in Moldovan Lei or any other convertible currency. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and the discounts it proposes to apply under the contract.

12. Period of Validity of Bids: Bids shall remain valid for 120 days after the date of Bid Submission prescribed by the procuring UN entity pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

13. Bid Security – NOT REQUIRED:

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount of 5 % of the Offer Value.
- (b) The Bid Security is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 13(g) below.
- (c) The Bid Security shall be denominated in the currency of the Purchase Order or in a freely convertible currency and shall be in one of the following forms:
 - i. bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents, or,
 - ii. cashier's cheque, or certified cheque.
- (d) Any Bid not secured in accordance with Clauses 13 a) and 13 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.
- (e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 12 of Instructions to Bidders.
- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.
- (g) The Bid Security may be forfeited:
 - 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
 - 2) In the case of a successful Bidder, if the Bidder fails:
 - i. to sign the Purchase Order in accordance with Clause 26 of Instructions to Bidders, or,
 - ii. to furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

D. Submission of Bids

14. Format and Signing of Bid: The Bidder shall prepare two copies of the Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

15. Sealing and Marking of Bids:

15.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- (a) *be addressed to the Purchaser at the address given in section I of these Solicitation Documents; and*
- (b) *make reference to the subject “Supply of Fuel to the UN Agencies in Moldova on Long Term Agreement basis” indicated in section I of these Solicitation Documents, and a statement: “DO NOT OPEN BEFORE 12:00 on 18 July 2011”.*

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid’s misplacement or premature opening.

16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be delivered to the office on or before the date and time specified in section I of these Solicitation Documents.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Purchaser after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

17. Modification and Withdrawal of Bids: The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the procuring UN entity prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

E. Opening and Evaluation of Bids

18. Opening of Bids:

18.1 The Purchaser will open all Bids in the presence of Bidders’ Representatives who choose to attend, at the time, on the date, and at the place specified in section I of this Solicitation Document. The Bidders’ Representatives who are present shall sign a register evidencing their attendance.

18.2 The bidders’ names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 The Purchaser will prepare minutes of the Bid Opening.

19. Clarification of Bids: To assist in the examination, evaluation and comparison of Bids the procuring UN entity may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

20. Preliminary Examination:

20.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

20.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

20.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. **Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to Moldovan Lei at the official UN exchange rate on the last day for Submission of Bids.

22. **Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with minimum qualification requirements related to the Supplier's gas stations network.
1.4	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Compliance with environmental, health and safety standards.

F. Award of Contract

23. **Award Criteria:** The procuring UN entity will issue the Long Term Agreement to the lowest priced technically qualified and responsive Bidder(s), in accordance with the Financial Evaluation procedures for each separate LOT described in Annex V (Schedule of Requirements). The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.

24. **Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 15 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will offer the successful Bidder(s) the Long Term Agreement. The Long Term Agreement may only be accepted by the Supplier's signing and returning an acknowledgement copy of it, as herein specified. Acceptance of this Long Term Agreement shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this agreement.

26. **Signing of the Long Term Agreement:** Within 30 days of receipt of the Long Term Agreement the successful Bidder(s) shall sign, date and return it to the purchaser.

Failure of the successful Bidder to comply with the requirement of clause 26 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders		
Language of the Bid	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Other:		
Bid Price	The prices quoted shall be as per following INCOTERMS 2000 and place: <input type="checkbox"/> FOB <input type="checkbox"/> FCA <input checked="" type="checkbox"/> CPT <input type="checkbox"/> DDU Place: Chisinau, Republic of Moldova		
Documents Establishing Bidder's Eligibility & Qualifications	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not required		
Bid Validity Period	<input checked="" type="checkbox"/> 120 days <input type="checkbox"/> Other:		
Bid Security	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not required		
Preliminary Examination – completeness of bid	<input checked="" type="checkbox"/> Partial bids permitted (by LOTs) <input type="checkbox"/> Partial bids not permitted		
Purchaser's Right to Vary Requirements at Time of Award	<input checked="" type="checkbox"/> 15 percent, increase or decrease remain unchanged	<input type="checkbox"/> Condition waived	<input type="checkbox"/> Condition applies but change limit to percent
Bid Submission	Bids can be submitted either in hard copy or electronically. Bids sent electronically need to be addressed to the following e-mail address: tenders-Moldova@undp.org with the same mark. Bids submitted by fax will be rejected. <u>Late bids shall be rejected.</u>		

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

2.1.1 UNDP shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1. Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2. Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1 The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2 Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Special Conditions

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

General requirements	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	a. The Bidder guarantees that the goods offered are new and have never been used before; b. When shipping, storing and delivering the goods, the Bidder must conform with all laws, conventions and regulations pertaining to health and safety matters applicable to this type of goods; c. Descriptive literature, including User Guide(s) should be in Romanian or Russian language.
Liquidated damages	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order.
Performance security	
<input type="checkbox"/> Applies <input checked="" type="checkbox"/> Does not apply	a. Within 30 days of receipt of the Purchase Order from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value. b. The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity. c. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract. d. The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents. e. The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation.
Confidentiality	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	The contractor will observe professional secrecy/confidentially for the entire duration of the contract and after its completion on confidential information retrieved by UNDP Moldova.
Expired coupons	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	If UNDP Moldova does not use all procured fuel coupons during the period of their validity, the Supplier offers ONE-TIME exchange possibility of unused/expired coupons for the next valid period which shall not be less than 6 (six) months.
Change in petroleum fuel prices	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	The contractor will inform UNDP Moldova of any changes in petroleum fuel prices within 5 (five) days after such occurrence, by sending a copy of its internal order /instruction /disposition /etc.

SCHEDULE OF REQUIREMENTS

Background:

In order to support their needs, as well as the needs of their projects and partners operations, the UN Agencies in the Republic of Moldova are procuring fairly large quantities of petroleum fuel (petrol and diesel), and have decided to join efforts for entering into Long Term Agreement with qualified suppliers of the various types of fuel described in Annex VI (Technical Specifications).

UNDP Moldova has been selected as the Lead Agency to organize and conduct the bidding process for identifying one or several qualified suppliers of fuel on behalf of the following UN Agencies in Moldova: IMF, WHO, IOM, UNHCR, UNFPA, UNAIDS, UNICEF, UN Women, EBRD. UNDP Moldova, on behalf of the UN Agencies listed above, envisages entering into Long Term Agreement with one or several qualified suppliers of fuel for an initial period of one year with the option to extend for two additional years, subject to a satisfactory performance evaluation.

The approximate quantity of fuel procured by the UN Agencies in Moldova constitutes 140,000 liters per year. The approximate quantities for each type of fuel procured by the UN Agencies in Moldova every year is indicated in Annex VI (Technical Specifications, "Estimated Quantity" column). The UN Agencies in Moldova do not guarantee any volumes or quantities of fuel to be ordered during the next years.

Purpose:

Timely supply of various types of fuel to the UN Agencies in Moldova on a Long Term Agreement basis.

Scope:

Minimum Requirements:

UNDP Moldova, on behalf of the UN Agencies listed above, is inviting bids for the supply of various types of fuel as per Technical Specifications presented in Annex VI. All parameters in the Technical Specifications indicate the minimum, maximum or allowable range of functional requirements. Offered fuel products that do not comply with the functional requirements shall be disqualified.

Supplier Qualifications:

Profile of the company: offerors shall give a brief description of the company including copy of company registration documents;

Details of years in business: offerors shall document having a minimum of two years of experience in the supply of the required types of fuel;

Gas stations network: offerors shall provide the list of owned gas stations in the Republic of Moldova, clearly delimitating the rayon/district they are located in.

Certificate(s) of Conformity and Quality/Origin:

Offerors shall provide copies of the documents, confirming that goods are in compliance with compulsory requirements (norms and standards) for the types of required fuel: Certificates of Conformity issued by relevant regulatory body of the Republic of Moldova and Certificates of Quality issued by relevant regulatory body in the country of origin/production of the offered fuel products.

Delivery Terms:

CPT Chisinau, Republic of Moldova (INCOTERMS 2000)

Packaging:

Ordered fuel shall be provided in coupons (any combination of 10, 20, 30, 40 & 50 liters denomination) or smart card with balance of fuel kept in liters only.

Environmental Considerations:

Offerors shall describe, as applicable, how environmental protection issues are taken into account throughout the manufacturing and/or delivery process. Eco-labels applied, if any, shall also be described.

Organisational Settings:

Offerors shall provide the name and contact information of a Customer Relations Manager or similar, responsible for the smooth running and execution of orders placed by the UN Agencies in Moldova.

Technical and Financial Evaluation Criteria and Procedures:

Technical Evaluation:

Technical Evaluation of bids shall be done separately for each LOT. Technical Evaluation Criteria are described in Clause 22 of Annex I (Instructions to Bidders).

Offerors shall comply with the following minimum qualification requirements related to their gas stations networks (for each separate LOT):

For LOT 1: - minimum 50 (fifty) gas stations on the territory of Moldova and 8 (eight) gas stations in Chisinau city;
- minimum 1 (one) gas station in 9 (nine) of the following districts of Moldova: Briceni, Ocnita, Donduseni, Soroca, Floresti, Cahul, Soldanesti, Rezina, Orhei, Criuleni, Anenii Noi, Causeni, Stefan Voda, Basarabasca, Cimislia, Comrat and Taraclia.

For LOT 2: - minimum 1 (one) gas station in Otaci city;
- minimum 2 (two) gas stations in Ocnita district and its vicinity (a radius of 25 km).

For LOT 3: - minimum 1 (one) gas station in Basarabasca city;
- minimum 2 (two) gas stations in Basarabasca district and its vicinity (a radius of 25 km).

Financial Evaluation:

Financial Evaluation of bids shall be done separately for each LOT. The total amounts shall be compared only for the technically qualified and responsive bidders. The total amount for each LOT shall be calculated by multiplying the final discounted price with the estimated quantity of fuel required per year. For LOT 1 the cumulated total amounts for all Items shall be compared.

The Long Term Agreement shall be offered to the lowest priced technically qualified and responsive Bidder(s).

Payment terms:

Goods purchased will be paid through bank transfer to the bank account of the LTA holder, within 30 days upon delivery and submission of supply invoice. Please note that all purchases shall be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.

TECHNICAL SPECIFICATIONS

Item	Description of goods	Estimated Quantity (per year)
<u>LOT 1 (for entire Moldova and Chisinau)</u>		
1.	PETROL EN228 TYPE 1 Octane level, "Research" method: max 95.0	45,000 liters
2.	PETROL EN228 TYPE 2 Octane level, "Research" method: max 98.0	20,000 liters
3.	DIESEL EN590 Sulfur, PPM: max. 10	55,000 liters
<u>LOT 2 (for Otaci)</u>		
4.	DIESEL EN590 Sulfur, PPM: max. 10	10,000 liters
<u>LOT 3 (for Basarabasca)</u>		
5.	DIESEL EN590 Sulfur, PPM: max. 10	10,000 liters

BID SUBMISSION FORM

To: UNDP Moldova
131, 31 August 1989 Street
MD-2012 Chisinau, Republic of Moldova
Attention: Registry Office/Procurement

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver fuel products in conformity with the said bidding documents and at the offered discounts, as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of 120 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated thisday of[month] [year].

Signature

[in the capacity of]

Duly authorized to sign the Bid for and on behalf of

PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost and discount breakdown for each item.
2. For any future order placed by the UN Agencies in Moldova, **the invoiced prices will be defined based on the panel unit prices on the date of placement of the order and the discount offered in percentage (not amount value). The discounts offered in percentage shall be valid for the entire period of the LTA.**
3. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
4. The format shown on the following pages should be used in preparing the Price Schedule. **Please use only light-grey fields for entering your information. Offers received without properly filled-in tables could be rejected.**

LOT 1 (for entire Moldova and Chisinau)		
1	PETROL EN228 TYPE 1	
		Unit price displayed on city panels (in MDL)
		Offered discount (%)*
		Final discounted price (in MDL)
2	PETROL EN228 TYPE 2	
		Unit price displayed on city panels (in MDL)
		Offered discount (%)*
		Final discounted price (in MDL)
3	DIESEL EN590	
		Unit price displayed on city panels (in MDL)
		Offered discount (%)*
		Final discounted price (in MDL)
LOT 2 (for Otaci)		
4	DIESEL EN590	
		Unit price displayed on city panels (in MDL)
		Offered discount (%)*
		Final discounted price (in MDL)
LOT 3 (for Basarabasca)		
5	DIESEL EN590	
		Unit price displayed on city panels (in MDL)
		Offered discount (%)*
		Final discounted price (in MDL)

- **Offered discount shall be valid for the entire period of the LTA.*
- *Note: In case of discrepancy between unit and final price, the unit price shall prevail.*

Signature of Bidder