



Invitation to Bid

Ref. no. **ITB12/00558**

Date: **14 June 2012**

Dear Sir/Madam,

Subject: ITB for the Supply of vehicles 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 vehicles on Long Term Agreement basis for an initial period of 1 (one) year with the option to extend for 2 (two) additional years, subject to a satisfactory performance evaluation, as per the Schedule of Requirements (Annex V) and Technical Specifications (Annex VI).

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

4. Bids must be delivered to UNDP Moldova office on or before **11:00** (Moldova local time) on **13 July 2012**. 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 **13 July 2012** 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,

Matilda Dimovska
Deputy Resident Representative

INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** The Purchaser invites Sealed Bids for the supply of vehicles 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 two weeks 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 two weeks 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 authorised 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:

- (a) *A detailed description of the essential technical and performance characteristics of the vehicles;*
- (b) *A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods.*

11. **Bid Currencies/Bid Prices:** All prices shall be quoted in **US dollars** or any other convertible currency. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply 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 authorised 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 Vehicles 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 13 July 2012"**.

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 US dollars 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 Special and General Conditions specified by these Solicitation Documents.
1.4	Compliance with start-up, delivery or installation deadlines set by the procuring entity.
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	Proof of after-sales service capacity and appropriateness of service network.

F. Award of Contract

- 23. **Award Criteria:** The procuring UN entity will issue the Long Term Agreement to the lowest priced technically qualified Bidder. 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 send the successful Bidder 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 Purchase Order:** Within 30 days of receipt of the Long term Agreement the successful Bidder 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 2010 and place: <input type="checkbox"/> FOB <input type="checkbox"/> FCA <input type="checkbox"/> CPT <input checked="" type="checkbox"/> DAP 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. Late bids shall be rejected.
Requests for additional information	Request for additional information must be received at least two weeks before the Deadline for Submission of bids. Bidders are encouraged to raise queries as early as possible.

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 DAP Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 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 vehicles offered are new and have never been used before; b. When shipping, storing and delivering the vehicles, 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 English.
Warranty/Guarantee		
<input checked="" type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	If, within 24 months/100,000 Km after the vehicles have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.
Liquidated damages		
<input checked="" type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	If the Supplier fails to supply the specified vehicles 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.
Compliance with any other condition (s) required?		
<input checked="" type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	Additional conditions are described in the Schedule of Requirements (Annex V).

SCHEDULE OF REQUIREMENTS

Background:

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 important quantities of vehicles. In order to standardise the vehicles fleet the UN Agencies in Moldova have decided to join efforts for entering into Long Term Agreement with maximum two qualified suppliers of the various types of vehicles (one per each LOT) described in Annex VI (Technical Specifications).

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

The volume of vehicles purchases, envisaged by the UN Agencies in Moldova yearly, amounts to approximately 300,000.00 USD. The UN Agencies in Moldova do not guarantee that similar yearly volumes would be ordered during the contract period.

Purpose:

Timely supply of vehicles to UN Agencies in Moldova and projects on a Long Term Agreement basis.

Scope:

Minimum Requirements for the vehicles:

UNDP Moldova, on behalf of the UN Agencies listed above, is inviting bids for the supply of various types of vehicles as per Technical Specifications presented in Annex VI. All parameters in the Technical Specifications indicate the minimum or allowable range of functional requirements. Offered vehicles that do not comply with the minimum requirements shall be disqualified. Offerors are requested to bid for all items per LOT in Annex VI; failure to do so shall be grounds to disqualify the Offeror.

Offerors shall present photos and/or drawings of offered vehicle(s).

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: a minimum of three years experience in supply of vehicles is required;

Authorization to represent manufacturer: To be eligible, the bidder must be either the manufacturer of the offered vehicles or a representative of the manufacturer. A confirmation issued by the manufacturer authorizing the applicant to sale their goods must be submitted with the bid.

Local Dealer/Representative/Company: Offerors shall provide the name of the entity in Chisinau, Moldova for warranty/guarantee repair, maintenance, etc., and shall describe the conditions applicable for warranty repairs and replacement of parts.

Distributors/dealers should include proof from the relevant manufacturer(s) of authorization to supply and provide warranty and after-sales service in the Republic of Moldova.

Financial capacity of company: Offerors shall provide copy of the company's financial balance sheet for the last three fiscal years (companies from Moldova shall provide copy of financial balance sheet endorsed by the National Bureau of Statistics of the Republic of Moldova; companies from abroad shall provide audited financial report by a reputable specialised agency), in order to prove its financial health and provide reasonable assurance whether it can pay off its financial obligations. Based on provided documents, the quick ratio (ratio between the company's liquid assets and its current liabilities) shall be calculated in order to evaluate the financial health of the Offeror. A quick ratio lower than 1 may be grounds to disqualify the Offeror.

Delivery and Shipping:

UNDP Moldova is looking for a maximum delivery time of 30 calendar days for common orders. Delivery for high-volume complex orders shall be agreed mutually. Offerors shall explain shipping arrangements (where are vehicles shipped from, warehousing and customs, etc.).

Delivery Terms:

DAP Chisinau, Moldova (INCOTERMS 2010)

Spare parts for vehicle:

Offerors shall describe how stocks of vehicles and spare parts are maintained and managed.

A detailed list (incl. prices) of recommended by the manufacturer replacement parts and technical services for 5 years/100,000 km of operation is required (maintenance costs).

Environmental Considerations:

Offerors shall describe how environmental protection issues are taken into account throughout the manufacturing and/or delivery process. The vendor shall provide the information related to the vehicles emissions control and the compliance with the environmental standards – minimum compliance EURO 4.

Warranty:

The full warranty shall include maintenance, troubleshooting and repair including provision of spare parts. The offeror shall provide evidence of local authorized technical support services availability for the offered vehicles.

Offerors shall describe the warranty and post-warranty conditions provided and service/trade customs and procedures applied. In case of repair and/or replacement of parts, UNDP Moldova is looking for a lead-time of maximum 30 calendar days.

Offerors shall propose min. 2 (two) years or 100,000 km of full warranty period for the vehicles, to commence following the acceptance of the delivered vehicles by UN Agencies.

Failure to provide the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation will be considered non-responsive and will not be evaluated.

Organisational Settings:

The Offeror 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.

In the event an LTA is signed and during the term of this LTA a direct replacement model is introduced by the base vehicle manufacturer, the successful bidder shall submit all relevant details including pricing information for UNDP's consideration and approval. However, UNDP Moldova is not obliged to accept any offer for replacement models.

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.

Bid Evaluation Criteria

Bids will be evaluated on the following basis:

- 1) Compliance of the Bidder with the stipulated requirements for qualifications.
- 2) Compliance with the established technical specifications and norms.
- 3) Delivery time which must be within the stipulated time frame.
- 4) Availability of local after sales service and warranty.
- 5) Cost of vehicle to DAP. Detailed description of the financial evaluation process is presented in the Annex VIII, Price schedule.

TECHNICAL SPECIFICATIONS

Item	Generic Description
LOT 1	
1.	4 Wheel Drive Vehicle – Type 1
	<p>Left Hand Drive 7 seats, including driver; 5 doors Manufacture year: 2012 Ground clearance: min. 220 mm Fuel type: diesel Engine power: min. 150 HP – max. 200 HP Emissions level: up to 280 g / km (urban cycle) Emissions standard: Euro 4 Gearbox: manual Equipage: First aid kit, fire extinguisher, full-size spare wheel Front and side airbags (driver & all passengers) ABS, Stability Control System, Active Traction Control System, Brake Assist System, Electronic Brakeforce Distribution System Power windows, power steering, power adjustable heated mirrors Fog lamps, adaptive xenon lights, light and rain sensors Multifunctional steering wheel, cruise control Central locking with remote control, immobilizer, alarm system Air conditioner or climate-control Audio system with CD-player, Auxiliary USB connection Front seats heating system Metallic paint Light-alloy rims</p>
2.	4 Wheel Drive Vehicle – Type 2
	<p>Left Hand Drive 5 seats (including driver) Manufacture year: 2012 Engine power: min. 140 HP – max. 170 HP Emissions level: up to 230 g / km (urban cycle) Emissions standard: Euro 4 Gearbox: manual Equipage: First aid kit; fire extinguisher; full-size spare wheel Front airbags for driver and passenger ABS, Stability Control System, Brake Assist System, Electronic Brakeforce Distribution System Power windows, power steering, power adjustable heated mirrors Fog lamps Front lamps washing system Central locking with remote control, immobilizer, alarm system Air conditioner or climate-control Audio system with CD-player, Auxiliary USB connection Front seats heating system Metallic paint Light-alloy rims</p>

3.	<p>2 Wheel Drive Sedan Vehicle</p> <p>Left Hand Drive 5 seats, including driver 4 door sedan or 5 door hatchback Manufacture year: 2012 Engine power: min. 100 HP – max. 125 HP Emissions level: up to 160 g / km (urban cycle) Emissions standard: Euro 4 Gearbox: manual Equipage: First aid kit, fire extinguisher, full-size spare wheel Front airbags for driver and passenger ABS, Stability Control System Power windows, power steering, power adjustable heated mirrors Fog lamps Central locking with remote control, immobilizer, alarm system Air conditioner or climate-control Audio system with CD-player, Auxiliary USB connection Height adjustable front seats Armrest for front and rear seats Minimum 500l trunk capacity Metallic paint Light alloy rims</p>
LOT 2	
1.	<p>2 Wheel Drive Hybrid Sedan Vehicle</p> <p>Left Hand Drive 5 seats, including driver 4 door sedan or 5 door hatchback Manufacture year: 2012 Fuel type: gasoline Engine power: min. 80 HP – max. 120 HP Emissions level: up to 90 g / km (urban cycle) Emissions standard: Euro 5 High-voltage battery type: NiMH High-voltage battery power: min. 35 HP – max. 45 HP Gearbox: manual Equipage: First aid kit, fire extinguisher, full-size spare wheel Front airbags for driver and passenger ABS, Stability Control System Power windows, power steering, power adjustable heated mirrors Fog lamps Central locking with remote control, immobilizer, alarm system Air conditioner or climate-control Audio system with CD-player, Auxiliary USB connection Metallic paint Light alloy rims</p>

BID/PROPOSAL 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 vehicles in conformity with the said bidding documents at the prices and conditions indicated in 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[year].

.....
Signature

.....
[in the capacity of]

Duly authorised to sign the Bid for and on behalf of

PRICE SCHEDULE

UNDP Moldova envisages entering into Long Term Agreement with one supplier per each LOT for a period of one year with the option to extend for two additional years, subject to a satisfactory performance evaluation. The volume of vehicles purchases, envisaged by UN Agencies in Moldova yearly, amounts to approximately 300,000.00 USD. UNDP Moldova does not guarantee that similar yearly volumes would be ordered during 2012-2013 or during the next years.

Based on volumes indicated above offerors shall provide current prices for each item under Annex VI Technical Specifications. The price shall be based on DAP Chisinau (INCOTERMS 2010) delivery terms and shall be exclusive of customs duties, VAT and other taxes. The price for each item must provide a detailed cost breakdown, including for shipping and handling charges. Partial bids are permitted by LOTs.

Technical descriptions for each proposed item must provide sufficient detail to allow UNDP Moldova to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.

A detailed list (incl. prices) of recommended by the manufacturer replacement parts and technical services for 5 years/100,000 km of operation is required (maintenance costs).

PROCEDURES FOR IDENTIFYING WINNERS OF THE COMPETITION

Following are the procedures which will be applied in order to identify the winners of the competition, which will subsequently be offered to sign a Long Term Agreement for the supply of vehicles to UN Agencies in Moldova.

LOT 1

Offerors are requested to provide quotations as per Table 2 presented below. The maximum obtainable scores, noted in Table 1 below, are based on UNDP Moldova previous experience in placing orders for vehicles and indicate the relative importance and frequency of similar orders. **The total lowest price among the technically qualified offerors for each ITEM in Table 2 shall obtain the maximum obtainable score.** The other offerors shall be scored based on the following formula:

$$\text{ITEM no.} = (\text{Lowest Price} / \text{Offered Price}) \times \text{Maximum Obtainable Score}$$

For example, for ITEM 1 Company A offered a total price of 50,000 USD, Company B – a total price of 52,000 USD and Company C – a total price of 48,500 USD. Company C shall obtain a score of 25.00 points under ITEM 1, as it offered the lowest price among all technically qualified offerors. The score for Company B shall be calculated according to the above formula: ITEM 1 Score for Company B = (48,500 USD/ 52,000 USD) x 25.00 points = 23.32 points. Similarly, for Company A the Score under ITEM 1 shall be 24.25 points.

A total score for each technically qualified offeror shall be calculated and offerors shall be ranked based on the accumulated total score – from highest to lowest (highest total score shall be ranked first, lowest – last). **Long Term Agreement shall be signed with the top-ranked offeror, i.e. which obtained the highest cumulative score.**

Table 1 – LOT 1

ITEM no.	Maximum Obtainable Score	Company / Other Entity									
		A		B		C		D		E	
		Amount	Score	Amount	Score	Amount	Score	Amount	Score	Amount	Score
1.1	25.00										
1.2	25.00										
1.3	50.00										
TOTAL	100.00										

LOT 2

The winner for the LOT 2 shall be identified based on the lowest total priced technically qualified offeror.

PRICE SCHEDULE FORMS

Offerors are requested to submit quotations for each of the following LOT. Item numbers refer to the items described in the Technical Specifications (Annex VI) of this ITB.

The format shown in Table 2 below should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as an example.

Table 2.

Name of Bidder:		
LOT 1		
Item	Technical Description (please provide detailed specifications of offered vehicles)	Unit Price (DAP Chisinau, Moldova), USD
Item 1. 4 Wheel Drive Vehicle – Type 1		
Delivery to DAP Chisinau		
Insurance and/or other costs (if applicable)		
Recommended maintenance costs for 5 year/100,000 km of operation		
Total for ITEM 1, USD		
Quantity discount offered – Item 1		%
> 2 – 3 units		
> 4 units		
<hr/>		
Item 2. 4 Wheel Drive Vehicle – Type 2		
Delivery to DAP Chisinau		
Insurance and/or other costs (if applicable)		
Recommended maintenance costs for 5 year/100,000 km of operation		
Total for ITEM 2, USD		
Quantity discount offered – Item 2		%
> 2 – 3 units		
> 4 units		
<hr/>		
Item 3. 2 Wheel Drive Sedan Vehicle		
Delivery to DAP Chisinau		

Insurance and/or other costs (if applicable)		
Recommended maintenance costs for 5 year/100,000 km of operation		
Total for ITEM 3, USD		
Quantity discount offered – Item 3		%
> 2 – 3 units		
> 4 units		

Name of Bidder:		
LOT 2		
Item no.	Technical Description (please provide detailed specifications of offered vehicles)	Unit Price (DAP Chisinau, Moldova), USD
Item 1. 2 Wheel Drive Hybrid Sedan Vehicle		
Delivery to DAP Chisinau		
Insurance and/or other costs (if applicable)		
Recommended maintenance costs for 5 year/100,000 km of operation		
Total, USD		
Quantity discount offered – LOT 2		%
> 2 – 3 units		
> 4 units		

.....
Signature

.....
[in the capacity of]

Duly authorised to sign the Bid for and on behalf of