



**Republic of Moldova
Ministry of Transport and Road Infrastructure
State Road Administration**

and

European Bank for Reconstruction and Development

ROAD SECTOR PROGRAM

**Rehabilitation of M3 Chisinau-Giurgiulesti Road
km 151+200-km 171+290 and km 179+650-km 190+750**

TENDER DOCUMENTS:

PART 1 – TENDERING PROCEDURES

PART 3 - CONTRACT FORMS

ICB No. RSPSP/2012/ICB01

Invitation for Tenders No. RSPSP/2012/ICB01

Chisinau, 2013

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PART 1 – Tendering Procedures

INVITATION FOR TENDERS

Republic of Moldova

Rehabilitation of M3 Chisinau-Giurgiulesti Road km 151+200 - km 171+290 and
km 179+650-km 190+750

INVITATION FOR TENDERS

[Road Rehabilitation Works]

This Invitation for Tenders follows the General Procurement Notice nr. 6239-GPN-41442 for this project which was updated in Procurement Opportunities on the EBRD's web-site on February 22, 2012.

The Ministry of Transport and Road Infrastructure represented by the State Road Administration, hereinafter referred to as "the Employer", intends using part of the proceeds of a loan from the European Bank for Reconstruction and Development (the Bank) towards the cost of the rehabilitation of Rehabilitation of M3 Chisinau-Giurgiulesti Road km 151+200-km 171+290 and km 179+650-km 190+750.

The Employer now invites sealed tenders from contractors for the following contract to be funded from part of the proceeds of the loan:

- **Contract # RSPSP/W4/04:** "Rehabilitation of M3 Chisinau-Giurgiulesti Road km 151+200-km 171+290 and km 179+650-km 190+750".

The main works will consist of:

- Construction of 1 bridge of 54.7 m long and 13 m wide;
- Reconstruction of 1 roundabout;
- Rehabilitation of 2 bridges;
- Some 350,000 m³ of earthworks;
- Some 27,000 m³ cement-stabilized base;
- Some 36,700 m³ base course from cold in-place recycled asphalt layers;
- Some 275,000 m² asphalt concrete binder layers;
- Some 275,000 m² of Stone Mastic Asphalt Wearing courses;
- Some 260 m of pipe culverts in different diameters;
- Some 4700 m of guardrails;

The rehabilitation works under this contract comprise two road sections running from Ciumai village to Vulcănești town and from Vulcănești town to the start of a newly designed bypass for Slobozia Mare village. Commencement of works is planned to be in august 2013 and time for completion is 24 months.

Only firms and joint ventures that have been pre-qualified for the proposed contract are invited to submit a tender.

Tender documents may be obtained free of charge as follows:

- (i) on the official website of the State Road Administration (www.asd.md);
- (ii) in electronic format at the address below.

All tenders must be accompanied by a tender security of Unconditional (or “On-Demand”) Bank Guarantee in the amount of EUR 500,000.00 (Five hundred thousand Euros).

Tenders must be delivered to the office at the address below on or before 11:00 AM (Local Time), June 04, 2013, at which time they will be opened in the presence of those tenderers’ representatives who choose to attend.

The Employer’s address is:

Attention: Mr. Vitalie Panurco,

Address: State Road Administration Str. Bucuriei 12A, Chisinau, MD 2004,
Republic of Moldova

Telephone: +373 22 221114

Facsimile number: +373 22 741219

Electronic mail address: gheorghe.curmei@asd.md

The deadline for tender submission is: Date: June 04, 2013; Time: 11:00 AM (Local Time). Tenderers do not have the option of submitting their tenders electronically.

The tender opening shall take place at:

State Road Administration, Bucuriei str. 12 A, Chisinau, MD 2004, Republic of Moldova

Date: June 04, 2013; Time: 11:15AM (Local Time).

Prospective tenderers may obtain further information from, and inspect and acquire the tender documents at the following office:

Attention: Mr. Gheorghe Curmei, Project Officer

Address: Str. Bucuriei 12a, Chisinau, MD 2004, Republic of Moldova

Telephone: +373 22 221114

Facsimile number: +373 22 741219

Electronic mail address: gheorghe.curmei@asd.md

Date: 4th April 2013

Section I. Instruction to Tenderers

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Section I: Instruction to Tenderers

A. General

- 1. Scope of Tender**
 - 1.1 The Employer indicated in Section II, Tender Data Sheet (herein after referred to as “TDS”) issues this Tender Document for the procurement of Goods and related services or Works or Plant and Installation Services, as specified in Section VI, Requirements. The name, identification, and number of lots are provided in the TDS.
 - 1.2 Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in Section VII, General Conditions of Contract.
- 2. Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the TDS has applied for or received financing (hereinafter called “funds”) from the European Bank for Reconstruction and Development (hereinafter called the “Bank”) toward the cost of the project named in the TDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Tender Document is issued.
 - 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
- 3. Prohibited Practices**
 - 3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as tenderers, suppliers, contractors, subcontractors, concessionaires and consultants under Bank financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:
 - (a) defines, for the purposes of this provision, the terms set forth below as Prohibited Practices:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (b) will reject a proposal for award if it determines that the supplier, contractor, concessionaire or consultant recommended for award has engaged in prohibited practices in competing for the contract in

question;

- (c) will cancel the portion of the Bank financing allocated to a contract for goods, works, services or concessions if it at any time determines that prohibited practices were engaged in by representatives of the Borrower or of a beneficiary of the Bank financing during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in prohibited practices in competing for, or in executing, a Bank-financed contract;
- (e) reserves the right, where a Borrower or a firm has been found by a judicial process or by the enforcement mechanism of another international organisation to have engaged in prohibited practices
 - (i) to cancel all or part of the Bank financing for such Borrower; and
 - (ii) to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract; and
- f) will have the right to require that, in contracts financed by the Bank, a provision be included requiring suppliers, contractors, concessionaires and consultants to permit the Bank to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, tenderers shall be aware of the provisions stated in Sections VII and III, General and Particular Conditions of Contract the case may be.

- 4. Eligible Tenderers**
- 4.1 A tenderer may be a natural person, private entity, government-owned entity—subject to Instructions to Tenderers hereinafter referred to as “ITT” 4.5—or any combination of such entities in the form of a joint venture, consortium, or association joint venture, consortium, or association (JVCA). In the case of a JVCA:
- (a) unless otherwise specified in the TDS, all partners shall be jointly and severally liable; and
 - (b) the JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the Tender process and, in the event the JVCA is awarded the Contract, during contract execution.
- 4.2 A tenderer, and all parties constituting the tenderer, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A tenderer shall be deemed to have the nationality of a country if the tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 4.3 A tenderer shall not have a conflict of interest. All tenderers found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if:

- (a) they have controlling partners in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Tender; 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 tender of another tenderer, or influence the decisions of the Employer regarding this tendering process; or
- (e) a tenderer participates in more than one tender in this Tender process. Participation by a tenderer in more than one Tender will result in the disqualification of all Tenders in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a tenderer, in more than one tender; or
- (f) a tenderer, its affiliates or parent organisation has participated in the feasibility or design stages of a project, that tenderer, its affiliates or parent organisation shall not be eligible to participate in a tender for contracts involving the supply of goods, works or services, including architectural or engineering services, for the project, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender or
- (g) a tenderer participated as a consultant in the preparation of Section VI, Requirements that are the subject of the tender or
- (h) a tenderer or any of its affiliates has been hired, or is proposed to be hired, by the Employer or the Borrower for the supervision of the contract.

4.4 A tenderer shall be disqualified if the tenderer, an affiliate of the tenderer, a party constituting the tenderer or an affiliate of a party constituting the tenderer, is under a declaration of ineligibility by the Bank in accordance with ITT 3, at the date of the deadline for Tender submission or thereafter,.

4.5 No affiliate of the Employer shall be eligible to tender or participate in a tender in any capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence or control amongst the affiliate and the Employer or the Borrower.

4.6 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.7 Firms shall be excluded if:

- (a) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.

4.8 In case a prequalification process has been conducted prior to the Tendering process, this Tender is open only to pre-qualified tenderers.

5. Eligible Goods

5.1 All goods and services to be supplied under the Contract and financed by the

and Related Services

Bank, shall have as their country of origin an eligible country of the Bank as listed in Section V, Eligible Countries.

- 5.2 For purposes of this paragraph, the term goods includes commodities, raw material, machinery, equipment, and industrial plants; and related services includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term “country of origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.

B. Contents of Tender Document

6. Sections of Tender Document

- 6.1 The Tender Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

- Section I. Instruction to Tenderers (ITT)
- Section II. Tender Data Sheet (TDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Tender Forms
- Section V. Eligible Countries

PART 2 Requirements

- Section VI. Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Particular Conditions of Contract (PCC)
- Section IX. Contract Forms

- 6.2 The Invitation for Tenders issued by the Employer is not part of the Tender Document.
- 6.3 The tenderer shall obtain the Tender Document from the source stated by the Employer in the Invitation for Tenders; otherwise the Employer is not responsible for the completeness of the Tender Document.
- 6.4 The tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.

7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

- 7.1 A prospective tenderer requiring any clarification of the Tender Document shall contact the Employer in writing at the Employer address indicated in the TDS or raise his enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.4. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for

submission of Tenders, within the number of days specified in the TDS. The Employer's response shall be in writing with copies to all tenderers who have acquired the Tender Document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Tender Document as a result of a request for clarification, it shall do so following the procedure under ITT 8 and ITT 22.2.

- 7.2 Where applicable, the tenderer is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the provision of the Requirements. The costs of visiting the site shall be at the tenderer's own expense.
 - 7.3 Pursuant to ITT 7.2, where the tenderer and any of its personnel or agents have been granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, the tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
 - 7.4 The tenderer's designated representative is invited to attend a pre-Tender meeting, if provided for in the TDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. If so provided for in the TDS, the Employer will organise a site visit.
 - 7.5 The tenderer is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
 - 7.6 Minutes of the pre-Tender meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all tenderers who have acquired the Tender Document in accordance with ITT 6.3. Any modification to the Tender Document that may become necessary as a result of the pre-Tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting.
 - 7.7 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a tenderer.
8. **Amendment of Tender Document**
 - 8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tender Document by issuing addenda.
 - 8.2 Any addendum issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document from the Employer in accordance with ITT 6.3.
 - 8.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2

C. Preparation of Tenders

9. **Cost of Tendering**
 - 9.1 The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering

process.

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|---|---|
| 10. Language of Tender | 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the tenderer and the Employer, shall be written in the language specified in the TDS. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the Tender, such translation shall govern. |
| 11. Documents Comprising the Tender | <p>11.1 The Tender shall comprise the following:</p> <ul style="list-style-type: none"> (a) letter of Tender; (b) completed Schedules as provided in Section IV, Tender Forms; (c) tender Security, in accordance with ITT 19; (d) at the tenderer's option, alternative proposals, if permissible, in accordance with ITT 13; (e) written confirmation authorizing the signatory of the Tender to commit the tenderer, in accordance with ITT 20.2; (f) documentary evidence establishing the eligibility of the Goods and Services offered by the tenderer, in accordance with ITT 17.1; (g) documentary evidence establishing the tenderer's qualifications in accordance with the requirements of Section III, Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV, Tender Forms; (h) documentary evidence as specified in the TDS, establishing the conformity of the Technical Proposal offered by the tenderer with the Tender Document, using the relevant forms furnished in Section IV, Tender Forms; (i) in the case of a Tender submitted by a JVCA, JVCA agreement indicating at least the parts of the Requirements to be executed by the respective partners and (j) any other document required in the TDS. |
| 12. Letter of Tender and Price Schedules | 12.1 The tenderer shall submit the Letter of Tender using the form furnished in Section IV, Tender Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 13. Alternative Tenders | <p>13.1 Unless otherwise indicated in the TDS, alternative proposals shall not be considered. If alternative proposals are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria.</p> <p>13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS, as will the method of evaluating different times for completion.</p> <p>13.3 Except as provided under ITT 13.4 below, tenderers wishing to offer technical alternatives to the requirements of the Tender Document must first price the Employer's requirements as described in the Tender Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tenderer conforming to the basic technical</p> |

requirements shall be considered by the Employer.

13.4 When specified in the TDS, tenderers are permitted to submit alternative technical solutions for specified parts of the requirements, and such parts shall be identified in the TDS, as will the method for their evaluation, and described in Section VI, Requirements.

14. Tender Prices and Discounts

14.1 The prices and discounts quoted by the tenderer in the Letter of Tender and in the Price Schedules shall conform to the requirements specified in ITT 14.2.

14.2 Unless otherwise provided in the TDS and the Contract, the prices quoted by the tenderer shall be fixed.

14.3 The price to be quoted in the Letter of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, excluding any discounts offered.

14.4 The tenderer shall quote any unconditional discounts and the methodology for their application in the Letter of Tender, in accordance with ITT 14.1.

14.5 Unless otherwise provided in the TDS and the Contract, the rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the tenderer to justify its proposed indices and weightings.

14.6 If so indicated in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer any price reduction for the award of more than one contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are submitted and opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the tenderer.

15. Currencies of Tender

15.1 The currency(ies) of the Tender and the currency(ies) for payment shall be as specified in the TDS.

16. Documents Establishing the Qualifications of the Tenderer

16.1 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the tenderer shall provide the information requested in Section IV, Tender Forms.

16.2 If so required in the TDS, a tenderer shall submit the Manufacturer's Authorisation, using the form included in Section IV, Tender Forms where the tenderer does not manufacture or produce the Goods it offers to supply.

16.3 If so required in the TDS, a tenderer shall submit evidence that it will be represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and Requirements, where a tenderer does not conduct business within the Employer's Country.

17. Documents

17.1 To establish the eligibility of the Goods and Services in accordance with

Establishing the Eligibility of Goods and Related Services	ITT 5, tenderers shall complete the forms, included in Section IV, Tender Forms.
18. Period of Validity of Tenders	<p>18.1 Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline date prescribed by the Employer. A Tender valid for a shorter period shall be rejected by the Employer as non responsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a tender security is requested in accordance with ITT 19, the tenderer granting the request shall also extend the tender security for twenty-eight (28) days beyond the deadline of the extended validity period. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 18.3.</p> <p>18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity, the Contract price shall be adjusted as specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above adjustment.</p>
19. Tender Security	<p>19.1 The tenderer shall furnish as part of its Tender, the original of a tender security using the form included in Section IV, Tender Forms. The tender security amount and currency shall be as specified in the TDS.</p> <p>19.2 If a tender security is specified pursuant to ITT 19.1, the tender security shall be a demand guarantee in any of the following forms at the tenderer's option:</p> <ul style="list-style-type: none"> (a) an unconditional guarantee issued by a bank; (b) an irrevocable letter of credit; or (c) a cashier's or certified check <p>from a reputable source. In the case of a bank guarantee, the tender security shall be submitted either using the tender security form included in Section IV, Tender Forms or in another substantially similar format approved by the Employer prior to Tender submission. In either case, the form must include the complete name of the tenderer. The tender security shall be valid for twenty-eight days (28) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.</p> <p>19.3 If a tender security is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive tender security shall be rejected by the Employer as non responsive.</p> <p>19.4 If a tender security is specified pursuant to ITT 19.1, the tender security of unsuccessful tenderers shall be returned as promptly as possible upon the successful tenderer's furnishing of the performance security pursuant to ITT 37.</p> <p>19.5 The tender security of the successful tenderer shall be returned as promptly as possible once the successful tenderer has signed the Contract and furnished the required performance security.</p>

19.6 The tender security may be forfeited:

- (a) if a tenderer withdraws its Tender during the period of Tender validity specified by the tenderer in the Letter of Tender or
- (b) if the successful tenderer fails to:
 - (i) sign the Contract in accordance with ITT 36; or
 - (ii) furnish a performance security in accordance with ITT 37.

19.7 The tender security of a JVCA shall be in the name of the JVCA that submits the Tender.

**20. Format and
Signing of Tender**

20.1 The tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." In addition, the tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the tenderer. This authorisation shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorisation must be typed or printed below the signature. The number of copies of the tender required shall be specified in the TDS.

20.3 A Tender submitted by a JVCA shall comply with the following requirements:

- (a) Unless not required in accordance with ITT 4.1 (a), be signed so as to be legally binding on all partners and
- (b) Include the Representative's authorisation referred to in ITT 4.1 (b), consisting of a power of attorney signed by those legally authorised to sign on behalf of the JVCA.

20.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tenders

**21. Submission,
Sealing and
Marking of
Tenders**

21.1 Tenderers may always submit their Tenders by mail or by hand. If so specified in the TDS, tenderers shall have the option of submitting their Tenders electronically. Procedures for submission, sealing and marking are as follows:

- (a) Tenderers submitting Tenders by mail or by hand shall enclose the original and copies of the Tender in separate sealed envelopes. If so permitted in accordance with ITT 13 alternative proposals, and copies thereof, shall also be placed in separate envelopes. The envelopes shall be duly marked as "ORIGINAL," "ALTERNATIVE," "ORIGINAL COPY," and "ALTERNATIVE COPY" These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with ITT 21.2 and 21.3.
- (b) Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the tenderer;
 - (b) be addressed to the Employer in accordance with ITT 22.1;
 - (c) bear the specific identification of this Tendering process pursuant to ITT 1.1; and
 - (d) bear a warning not to open before the time and date for Tender opening
- 21.3 If envelopes and packages are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.
- 22. Deadline for Submission of Tenders**
- 22.1 Tenders must be received by the Employer at the address and no later than the date and time indicated in the TDS.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT 8, in which case all rights and obligations of the Employer and tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Tenders**
- 23.1 The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Employer after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the tenderer.
- 24. Withdrawal, Substitution, and Modification of Tenders**
- 24.1 A tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with ITT 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.
- 24.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the tenderers.
- 24.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the tenderer on the Letter of Tender or any extension thereof.
- 25. Tender Opening**
- 25.1 The Employer shall conduct the Tender opening in public, in the presence of tenderers’ designated representatives and anyone who choose to attend, and at the address, date and time specified in the TDS. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 21.1, shall be as specified in the TDS.
- 25.2 First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the tenderer. No Tender withdrawal shall be permitted unless the

corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at Tender opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at Tender opening. Envelopes marked “Modification” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Tender opening. Only Tenders that are opened and read out at Tender opening shall be considered further.

- 25.3 The Employer shall open all other envelopes one at a time and read out: the name of the tenderer, the Tender Price(s), any discounts and their application methodology, alternative Tenders, the presence or absence of a tender security; and any other details as the Employer may consider appropriate. Only discounts and alternative Tenders read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITT 23.1.
- 25.4 The Employer shall prepare a record of the Tender opening that shall include, as a minimum: the name of the tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per lot if applicable, including any discounts and alternative proposals; and the presence or absence of a tender security. The tenderers’ representatives who are present shall be requested to sign the record. The omission of a tenderer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all tenderers who submitted Tenders in time, and posted online when electronic Tendering is permitted.

E. Examination of Tenders

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| 26. Confidentiality | <p>26.1 Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers.</p> <p>26.2 Any attempt by a tenderer to influence improperly the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.</p> <p>26.3 Notwithstanding ITT 26.1, from the time of Tender opening to the time of Contract award, if any tenderer wishes to contact the Employer on any matter related to the tendering process, it should do so in writing.</p> |
| 27. Clarification of Tenders | <p>27.1 To assist in the examination, evaluation, and comparison of the Tenders and qualification of the tenderers, the Employer may, at its discretion, ask any tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a tenderer that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders, in accordance with ITT 29.</p> <p>27.2 If a tenderer does not provide clarifications of its Tender by the date and time set in the Employer’s request for clarification, its Tender may be</p> |

rejected.

28. Determination of Responsiveness

- 28.1 The Employer's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.
- 28.2 A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation, or omission.
- (a) "Deviation" is a departure from the requirements specified in the Tender Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 28.3 A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Requirements as specified in Section VI; or
 - (ii) limit in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive Tenders.
- 28.4 The Employer shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section VI have been met without any material deviation, reservation, or omission.
- 28.5 If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 28.6 Provided that a Tender is substantially responsive, the Employer may waive any quantifiable nonconformity in the Tender that do not constitute a material deviation, reservation or omission.

F. Tender Evaluation and Comparison

29. Evaluation of Tenders

- 29.1 The Employer shall use the criteria and methodologies indicated in Section III. Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

29. Correction of Arithmetical Errors

- 29.2 Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors as indicated in Section III. Evaluation and Qualification Criteria.
- 29.3 If a tenderer does not accept the correction of errors, its Tender shall be declared non-responsive and its tender security shall be forfeited.

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| 30. Conversion to Single Currency | 30.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in Section III. Evaluation and Qualification Criteria. |
| 31. Tender Adjustments | <p>31.1 For the evaluation and comparison purposes the Employer shall adjust the Tender prices using the criteria and methodology specified in Section III. Evaluation and Qualification Criteria.</p> <p>31.2 If in the opinion of the Employer the Tender which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded or substantially below the Employer's estimates, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the Contract.</p> |
| 32. Qualification of the Tenderer | <p>32.1 The Employer shall determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>32.2 The determination shall be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to ITT 16.</p> <p>32.3 An affirmative determination shall be a prerequisite for award of the Contract to the tenderer. A negative determination shall result in disqualification of the Tender, in which event the Employer shall proceed to the next lowest evaluated Tender to make a similar determination of that tenderer's qualifications to perform satisfactorily.</p> <p>32.4 The capabilities of the manufacturers and subcontractors proposed in its Tender to be used by the lowest evaluated tenderer for identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Tender will not be rejected, but the tenderer will be required to substitute an acceptable manufacturer or subcontractor without any change to the Tender price.</p> |
| 33. Employer's Right to Accept Any Tender, and to Reject Any or All Tenders | 33.1 The Employer reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the tenderers. |

G. Award of Contract

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| 34. Award Criteria | 34.1 The Employer shall award the Contract to the tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender Document, provided further that the tenderer is determined to |
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be qualified to perform the Contract satisfactorily.

35. Notification of Award

- 35.1 Prior to the expiration of the period of Tender validity, the Employer shall notify the successful tenderer, in writing, that its Tender has been accepted.
- 35.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 35.3 At the same time, the Employer shall also notify all other tenderers of the results of the Tendering, and shall publish in the Bank's website the results identifying the Tender and lot numbers and the following information: (i) name of each tenderer who submitted a Tender; (ii) Tender prices as read out at Tender opening; (iii) name and evaluated prices of each Tender that was evaluated; (iv) name of tenderers whose Tenders were rejected; and (v) name of the winning tenderer, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful tenderers may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Tenders were not selected. The Employer shall promptly respond in writing to any unsuccessful tenderer who, after Publication of contract award, requests a debriefing.

36. Signing of Contract

- 36.1 Promptly upon notification, the Employer shall send the successful tenderer the Contract Agreement.
- 36.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful tenderer shall sign, date, and return it to the Employer.
- 36.3 Upon the successful tenderer's furnishing of the signed Contract Agreement and Performance Security pursuant to ITT 37, the Employer will discharge its tender security, pursuant to ITT 19.

37. Performance Security

- 37.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful tenderer shall furnish the performance security in accordance with the conditions of contract, subject to ITT 31.3, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful tenderer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 37.2 Failure of the successful tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security. In that event the Employer may award the Contract to the next lowest evaluated tenderer whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section II: Tender Data Sheet

A. Introduction	
1.	Scope of Tender
1.1	<p>The Employer is: I.S. “Adminstratia de Stat a Drumurilor”.</p>
	<p>The name of the Tender process is: <u>Road Rehabilitation Works under four Contracts</u> The identification number of the Tender process is: RSPSP/2012/ICB01 The number and identification of contracts for which the tender documents are issued: Contract RSPSP/W4/01: “Rehabilitation of R1 Chisinau-Ungheni-Sculeni Road km 6+446-km 24+050” (<i>EIB funded</i>) Contract RSPSP/W4/02: “Rehabilitation of R1 Chisinau-Ungheni-Sculeni Road km 24+050-km 68+250” (<i>EIB funded</i>) Contract RSPSP/W4/03: “Construction of R1 Ungheni Bypass km 96+200-km 103+913”(<i>EC NIF funded</i>) Contract RSPSP/W4/04: “Rehabilitation of M3 Chisinau-Giurgiulesti Road km 151+200-km 171+290 and km 179+650 – km 190+750”(EBRD funded) These Tender Documents are for one contract - RSPSP/W4/04: “Rehabilitation of M3 Chisinau-Giurgiulesti Road km 151+200-km 171+290 and km 179+650 – km 190+750” – out of four contracts under ICB No. RSPSP/2012/ICB01</p>
2.	Source of Funds
2.1	<p>The Borrower is: Government of the Republic of Moldova The name of the Project is: ROAD SECTOR PROGRAM</p>
4.	Eligible Tenderers
	<p>The formation of a joint venture, consortium, or association (JVCA) after prequalification, and any change in a pre-qualified JVCA, will be subject to the written approval of the Employer prior to the deadline for submission of tenders. Such approval may be denied if (i) partners withdraw from the JVCA and the remaining partners do not meet the qualifying requirements; (ii) the level of participation by partners or the structure of the JVCA is substantially changed; (iii) the new JVCA is not qualified; (iv) in the opinion of the Employer, a substantial reduction in competition may result; or (v) request for a change in the prequalification status of the Tenderer is received by the Employer after the date 28 days prior to the deadline for tender’s submission.</p> <p>The Employer will notify any changes in the list of pre-qualified Tenderers prior to the tenders’ opening.</p>
B. Tender Document	
7.	Clarification of Tender Document, Site Visit, Pre-tender meeting

7.1	<p>For clarification purposes only, the Employer's address is:</p> <p>Contact name: Mr. Gheorghe Curmei</p> <p>Employer: I.S. "Administrația de Stat a Drumurilor".</p> <p>Address: I.S. "Administrația de Stat a Drumurilor", Str. Bucuriei, 12a, Chisinau, MD 2004, Republic of Moldova</p> <p>Tel: +373 22 221114</p> <p>Fax: +373 22 741219</p> <p>Electronic mail address: gheorghe.curmei@asd.md</p> <p>Requests for clarification shall be received by the Employer no later than 28 days, prior to the deadline for submission of Tenders.</p>
7.4	<p>A Pre-Tender meeting will take place <i>on 29 April 2013 at 10:00 AM (Local time) at the premises of the I.S. "Administrația de Stat a Drumurilor", str. Bucuriei 12a, Chisinau, Republic of Moldova.</i></p> <p>A site visit conducted by the Employer will be organized and it shall take place at the following date and time:</p> <p>29 April 2013 at 1:00 PM (local time) site visit to R1 Chisinau-Ungheni-Sculeni Road including bypass of Ungheni.</p> <p>30 April 2013 at 9:00 AM (local time) site visit to M3 Chisinau-Giurgiulesti Road sections km 151+200-km 171+290 and km 179+650 – km 190+750</p> <p>A place of meeting for the site visit is: State Road Administration, Bucuriei str., 12A, Chișinău.</p> <p>ALL participants should wear high visibility safety jackets. Transportation to the site is responsibility of the tenderer. The logistics during the joint Site Visit is coordinated by the State Road Administration personnel, which will accompany participants</p>
C. Preparation of Tenders	
10.	Language of Tender
10.1	The language of the tender is: <i>English language</i>
11.	Documents Comprising the Tender
11.1	The Tender shall comprise the following:
(a)	Letter of Tender and Contract Data;
(b)	Completed Schedule of Prices / Bill of Quantities as provided in Section IV, Tender Forms
(h)	<p>Completed Schedule of Supplementary Information.</p> <p>The Tenderer's submission shall be in sufficient detail to demonstrate the logic and adequacy of the Tenderer's proposals with respect to:</p> <ul style="list-style-type: none"> • planning, control and quality management of the Works, to satisfy the requirements of the Contract; • resourcing of the Contract with qualified, experienced personnel and the plant and equipment required progress the Works to programme; • pre-arrangements and provisions of the Contracts with suppliers for aggregates and

	<p>bitumen required for the asphalt works.</p> <ul style="list-style-type: none">• achievement of the required quality of work and workmanship and safe completion of the Works within the time period allowed. <p>Schedule of Supplementary Information shall accompany, but not form part, of the Tender and is required to be submitted in sufficient detail to demonstrate the Tenderer's capability to perform the Contract. Schedule of Supplementary Information shall be submitted using the forms provided in Section IV, Tender Forms, and include the following information:</p>
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Attachment 1 - Preliminary Programmei) Site organisation and Method statement:

- (a) The general methodology for carrying out the major items of the permanent and temporary works;
- (b) Details of the proposed Quality Assurance Plan, Quality Control System and Safe Working Procedures;
- (c) An overall organisation chart for the management, control and execution of the Works, showing the intended involvement of all proposed contributors to, and participants in, the project, including the Tenderer's staff (stating names of and alternatives for, Key Personnel), labour suppliers and subcontractors. The Traffic management is also to be envisaged in the organizational chart;
- (d) An estimated monthly income, expenditure and resultant cash flow schedule, at Tender rates, incorporating retention and payments for materials on site, but excluding any provisional sums, bonus, liquidated damages or VAT
- (e) Proposals for the protection of the environment, monitoring and controlling pollution by noise, dust, gaseous emissions as well as disposal of debris and waste.

ii) Mobilisation and Construction Schedules:

- (a) Mobilisation of the Contractor's Plant and Equipment;
- (b) Execution of each key construction activity including anticipated construction rates and estimated timing for commencement and completion;
- (c) The capacity of the major items of Contractor's Equipment, its programmed production rate and the periods it will be on site;
- (d) Details relating to the pre-arranged sources of the necessary aggregates and other key materials, estimated transportation distances for the materials;
- (e) other information as the Tenderer deems relevant or appropriate.

iii) Contractor's Equipment:

- (a) The major items of plant and equipment proposed to be used in the Works, stating the present location and use of that equipment, its ownership and its age.

iv) Contractor's Personnel:

- (a) Key staff and alternates
- (b) General and specific experience
- (c) Resumes

Attachment 2 - Financial Information

- i) Financial Resources; and
- ii) Name and address of the bank, which will provide the Performance and Advance Payment Securities.

Attachment 3 - Other Information

- i) List of Proposed Subcontractors, Aggregates and other Major Materials Suppliers – the Tenderer is required to provide the same level of information with respect to proposed suppliers of mixed asphalt, concrete mixes and precast elements as for subcontractors.

	<p>ii) Current commitments/works in progress; and</p> <p>Name (s) and address (s) the insurer (s) and its/their principal terms for the insurances required under the Contract.</p>
13.	Alternative Tenders
13.1	Alternative proposals shall not be permitted.
13.2	<p>Alternative times for completion are not permitted.</p> <p>If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p>
13.4	Alternative technical solutions shall not be permitted.
14.	Tender Prices and Discounts
14.2 & 14.5	The prices quoted by the Tenderer shall be fixed during the performance of the Contract
15.	Currencies of Tender
15.1	The prices shall be quoted by the Tenderer entirely in EURO . All payments under the Contract shall be made in the currency of the Tender.
16.	Documents Establishing the Qualifications of the Tenderer
16.4	<p>Tenderers shall not be permitted to claim the experience and capability of their parent companies for the purposes of meeting the minimum qualification requirements.</p> <p>The Employer shall consider the experience and qualification of the Tenderers only on their sole merits.</p>
18.	Period of Validity of Tenders
18.1	The Tender validity period shall be 120 days.
19.	Tender Security
19.1	<p>A tender security is required. The amount of the tender security shall be EUR 500,000.00</p> <p>The Tender Security shall be in the form of an Unconditional (or 'On-Demand') Bank Guarantee.</p>
19.7	<p>The Tender Security of a JVCA shall include as the '(Name of the Tenderer)', the name of the JVCA, clearly specifying the names of all partners of the JVCA.</p> <p>Failure to furnish a conforming tender security required by the Tender Document shall result in the rejection of the Tender.</p>
20.	Format and Signing of Tender
20.1	<p>In addition to the original of the Tender, the number of hard copies is: 3 (three) and one electronic copy of the tender on a CD, enclosed with the original tender in the same sealed envelope, including priced Bills of Quantities in editable Microsoft Excel format. The soft copy of the bid shall be placed in sealed envelope/parcel clearly marked "Tender - CD".</p> <p>The file name of the Bills of Quantities shall contain the name of the tenderer and the Contract number tendered for .</p>

	<p>The electronic files shall be used for expeditious review of the tenders and shall not be password protected. For the ease of completion of such electronic bills of quantities, the tenderers are encouraged to request an unpriiced electronic file of the same.</p> <p>In case of discrepancies between hard copy and electronic copy of the tender or any part thereof, the hard copy shall prevail.</p>
20.2	The written confirmation of authorisation to sign the Tenderer shall consist of: Power of Attorney, duly authorised by a Notary Public, indicating that the person(s) signing the tender have the authority to sign the tender and the tender is thus binding upon the Tenderer
21.	Submission, Sealing and Marking of Tenders
	Tenderers shall not have the option of submitting their tenders electronically.
D. Submission and Opening of Tenders	
22	Deadline for Submission of Tenders
22.1	<p>For <u>Tender submission purposes</u> only, the Employer's address is :</p> <p>I.S. "Administratia de Stat a Drumurilor", Attention: Mr. Gheorghe Curmei Street Address: Str. Bucuriei, 12a, Floor/Room number: 3rd floor , room 324 City: Chisinau Postal Code: MD-2004 Country: Republic of Moldova</p> <p>The deadline for Tender submission is: Date: 04 June 2013 Time: 11:00 a.m. (Local Time)</p>
25.	Tender Opening
25.1	<p>The Tender opening shall take place at:</p> <p>I.S. "Administratia de Stat a Drumurilor", Street Address: Str. Bucuriei, 12a, Floor/Room number: 4th floor , room 400 City: Chisinau Postal Code: MD-2004 Country: Republic of Moldova</p> <p>Date: 04 June 2013 Time: 11:15 a.m. (Local Time)</p>
25.2	The Letter of Tender and Bill of Quantities shall be initialled by three members of the Evaluation Committee attending the opening.

Section III: Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate Tenders and qualify Tenderers. In accordance with ITT 29.1 and ITT 32.1, no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV, Tender Forms.

Evaluation Criteria and Methodology

13 Alternative Tenders

13.1 Alternative Technical Proposals

Alternative Technical Proposals **shall not** be permitted

13.2 Alternative Time for Completion

Alternative Times for Completion **shall not** be permitted.

13.4 Alternative Technical Solutions

Alternative Technical Solutions **shall not** be permitted

14. Discounts

The Employer will adjust the Tender Price, using the methodology prescribed by the Tenderer in its Letter of Tender. Only those discounts will be taken into account for the tender evaluation purposes that are read out during the Tenders Opening in accordance with ITT Para 25.3.

In the event of any ambiguity in the Tenderer's methodology, the benefit of the doubt shall be given to the Employer. If a Tenderer does not accept the Employer's determination, its tender shall be declared non-responsive and its tender security shall be forfeited.

28. Determination of Responsiveness

28.7 Nonmaterial Deviations

Nonmaterial deviations (commercial and technical) in the tender will not constitute cause for rejection but shall be reflected in the evaluation wherever practicable and appropriate. The cost of all nonmaterial quantifiable deviations will be added or deducted to or from the tender price as may be appropriate. A reasonable estimate of the cost will be made by the Employer, taking into consideration the corresponding quotations of other responsive Tenderers or other appropriate market prices. Such costs will be at the Employer's sole discretion. A Tenderer will not be requested or permitted to offer a price adjustment for rectifying such nonmaterial deviations.

Deviations and other factors that are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in tender evaluation.

29. Correction of Mathematical Errors

29.2 Correction of Mathematical Errors

- (a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly
- (b) 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, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (c) 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
- (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30. Conversion to a Single Currency

30.1 Conversion to a Single Currency

The currency that shall be used for tender evaluation and comparison purposes is: **Euro**.

31. Tender Adjustments

31.1 The adjustment shall be made using the following methodology:

In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

- (a) making any correction for errors pursuant to ITT Para 29.2 and Section III. Evaluation and Qualification Criteria Clause 30.2
- (b) excluding provisional sums and the provision, if any, for contingencies in the Price Schedules, but including Dayworks, where priced competitively;
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT Para 14; and
- (d) making an appropriate adjustment for any other acceptable variations, deviations in accordance with ITT 28.7 and Section III. Evaluation and Qualification Criteria Clause 28.7

32. Qualification of the Tenderer

32.1 **Post-qualification**

The Employer will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive tender meets the qualifying criteria specified herein and on the basis of the Letter of Tender and any supplementary information submitted has demonstrated that it is capable of performing the contract satisfactorily.

34. Award Criteria

34.1 Subject to ITT 33, the Employer will award the contract(s) to the Tenderer(s) whose tender(s) has been determined to be substantially responsive and the combination of these tender prices which, including any discounts offered, yield the lowest total evaluated price, provided further that the Tenderers are determined to be qualified to perform the contract satisfactorily.

The contract award will be to a single Tenderer if its tender offers the lowest total evaluated price and the Tenderer is determined to be qualified to perform the Contract satisfactorily.

Section IV: Tender Forms

Table of Forms

Letter of Tender

Contract Data

Schedules of Prices / Bill of Quantities

Form of Tender Security

Schedule of Supplementary Information

Letter of Tender

The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and address.

Date: _____
Tendering No.: _____
Invitation for Tender No.: _____

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Documents, including Addenda issued in accordance with Instruction to Tenderers (ITT) Paragraph 8;
- (b) We offer to execute in conformity with the Tender Documents the following Works:
_____;
- (c) The total price of our Tender, excluding any discounts offered in item (d) below is:
_____;
- (d) The discounts offered and the methodology for their application are:
_____;
- (e) Our Tender shall be valid for a period of _____ [insert validity period as specified in ITT 18.1.] days from the date fixed for the Tender submission deadline in accordance with the Tender Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We acknowledge that the Appendix forms part of this Letter of Tender.
- (g) If our Tender is accepted, we commit to obtain a performance security in accordance with the Tender Document;
- (h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
- (i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITT 4.3;
- (j) We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this Tendering process in accordance with ITT 4.3, other than alternative offers submitted in accordance with ITT 13;
- (k) Our firm, its affiliates or subsidiaries and the Subcontractors or Suppliers or affiliates of the Subcontractors or Suppliers, for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (l) We are not a government owned entity / We are a government owned entity but meet the requirements of ITT 4.5;¹
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:²

¹Use one of the two options as appropriate.

Name of Recipient	Address	Reason	Amount
.....
.....

- (n) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive; and
- (p) If awarded the contract, the person named below shall act as Contractor's Representative:

Name:

In the capacity of:

Signed:

Duly authorised to sign the
Tender for and on behalf
of:

Date:

² *If none has been paid or is to be paid, indicate "none".*

Contract Data

Conditions	Sub-Clause	Data
Employer's name and address	1.1.2.2 & 1.3	Mr.Vitalie Panurco I.S. "Administratia de Stat a Drumurilor" Str Bucuriei, 12 A Chisinau, MD 2004, Moldova
Contractor's name and address	1.1.2.3 & 1.3	
Engineer's name and address	1.1.2.4 & 1.3	The Engineer will be an international firm of consulting engineers financed from the proceeds of the Bank loan. The Engineer will be notified to the successful tenderer prior to the Commencement Date.
Bank's name	1.1.2.11	European Bank for Reconstruction and Development (the Bank)
Borrower's name	1.1.2.12	Republic of Moldova
Time for Completion	1.1.3.3	24 months , counted from the commencement date
Defects Notification Period	1.1.3.7	365 days.
Sections	1.1.5.6	N/A
Electronic transmission systems	1.3	All communications shall be in writing and delivered by hand (against receipt), sent by mail or courier. In addition copies of all communications shall be sent by email from the originator to each of the recipients of the original communication using email addresses agreed between Contractor, Engineer and Employer following Contract signature. Such email copies shall be for the convenience of the parties only and the contractual version of any communication shall be the version in writing and the date and time of the delivery of the version in writing.
Governing Law	1.4	Law of the Republic of Moldova

Ruling language	1.4	The Ruling Language shall be English
Language for communications	1.4	All communications shall be in English accompanied by translation in Romanian language.
Time for access to the Site	2.1	Shortly after Contract Agreement signature and Performance Security receipt
<i>Engineer's Duties and Authority</i>	3.1(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of 0.5% shall require approval of the Employer.
Performance Security	4.2	<p>The performance security shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.</p> <p>The performance security shall be in the form of a Demand Guarantee in the amount of ten percent (10%) of the Accepted Contract Amount and in the same currency(ies) as the Accepted Contract Amount.</p>
Security on Site	4.22 & 6.7	The Contractor is required to deliver a Health and Safety Plan within 28 days after receiving the notice under Sub-Clause 8.1. Delays in delivery shall be penalized with zero point zero one percent (0.01%) of the Contract Price per day. The penalty is limited to one percent (1%) of the Contract Price.
Normal working hours	6.5	Locally recognized days of rest shall constitute all Saturdays and Sundays and all government recognized public holidays
Prohibition of Harmful Child Labour	6.21	Under no circumstances shall the Contractor employ any person below the age of sixteen (16) years.
Programme	8.3	The Contractor is required to deliver a Programme within 28 days after receiving the notice under Sub-Clause 8.1. Delays in delivery shall be penalized with zero point zero one percent (0.01%) of the Contract Price per day. The penalty is limited to one percent (1%) of the Contract Price.
Delay damages for the Works	8.7 & 14.15(b)	Zero point zero five percent (0.05 %) of the Contract Price per day
Maximum amount of delay damages	8.7	10% of the final Contract Price.
Percentage adjustment of Provisional Sums	13.5.(b)(ii)	10%

Adjustments for Changes in Cost	13.8	Not applicable
Total advance payment	14.2	15% percent of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable.
Number and timing of instalments	14.2	One half of the Advance Payment requested shall be certified by the Engineer following presentation by the Contractor of an invoice for the same of the Performance Security, and the Advance Payment Guarantee. The second half of the Advance, which may be payable after the Commencement Date, shall be certified by the Engineer following presentation by the Contractor of an invoice for the same and when the Engineer is able to certify that the Contractor has mobilized sufficient personnel and equipment to commence the Works according to the Programme under Sub-Clause 8.3.
Currencies and proportions	14.2	The advance payment shall be paid in the currency or currencies and proportions in which the Accepted Contract Amount is payable to the Contractor according to Sub-clause 14.15.
Start repayment of Advance payment	14.2 (a)	When the total of all certified interim payments (excluding the advance payment and deductions for retention) exceeds 25% (twenty five percent) of the accepted Contract Amount less provisional sums.
Repayment amortization rate of advance payment	14.2(b)	Twenty five percent (25%)
Percentage of Retention	14.3	Ten percent (10%)
Limit of Retention Money	14.3	Five percent (5%) of the Accepted Contract Amount
Plant and Materials	14.5(b)	Payment for Plant and Materials when shipped to the Site is not applicable.
	14.5(c)	Payment for the following Plant and Materials when delivered to the Site is applicable: <ol style="list-style-type: none">1. Bituminous materials2. Asphalt Aggregates3. Base Aggregates4. Cement
Minimum Amount of Interim Payment Certificates	14.6	Three percent (3%) of the Accepted Contract Amount.

Currency/Currencies of Payment	14.15	The Contract Price shall be paid in Euro
Periods for submission of insurance:	18.1	
a. evidence of insurance.		14 days
b. relevant policies		28 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	500,00 Euro
Minimum amount of third party insurance	18.3	1.000.000,00 Euro
The DAB shall be:	20.2	One sole member/adjudicator
The DAB shall be comprised of	20.2	One sole Member
Appointment (if not agreed) to be made by	20.3	The President of the Institution of Civil Engineers, UK
Rules of arbitration	20.6(a)	The rules for the conduct of arbitration proceedings shall be the UNCITRAL Rules.

Schedules of Prices / Bill of Quantities

See separate Document

Form of Tender Security

All italicised text is for use in preparing this form and shall be deleted from the final product.

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that _____ *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted to you its Tender dated _____ (hereinafter called "the Tender") for the execution of _____ *[name of contract]* under Invitation for Tenders No. _____ ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender guarantee.

At the request of the Tenderer, we _____ *[name of issuing bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Letter of Tender; or
- (b) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Tender Document .

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; and (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

The governing law shall be of the Republic of Moldova.

[signature(s)]

Authorised for: *[name of issuing bank]*

Schedule of Supplementary Information

We acknowledge that this Schedule of Supplementary Information accompanies, but not forms part, of our Tender. Any information provided herein shall be subject to adjustment in accordance with the Contract. Schedule of Supplementary Information consist of the following information:

a) Attachment 1 - Preliminary Programme

- i) Site organisation and Method statement;
 - (a) The general methodology for carrying out the major items of the permanent and temporary works;
 - (b) Details of the proposed Quality Assurance Plan, Quality Control System and Safe Working Procedures;
 - (c) An overall organisation chart for the management, control and execution of the Works, showing the intended involvement of all proposed contributors to, and participants in, the project, including the Tenderer's staff (stating names of and alternatives for, Key Personnel), labour suppliers and subcontractors; The Traffic management is also to be envisaged the in the organizational chart.
 - (d) An estimated monthly income, expenditure and resultant cash flow schedule, at Tender rates, incorporating retention and payments for materials on site, but excluding any provisional sums, bonus, liquidated damages or VAT
 - (e) Proposals for the protection of the environment, monitoring and controlling pollution by noise, dust, gaseous emissions as well as disposal of debris and waste.
- ii) Mobilisation and Construction Schedules;
 - (a) Mobilisation of the Contractor's Plant and Equipment;
 - (b) Execution of each key construction activity including anticipated construction rates and estimated timing for commencement and completion;
 - (c) The capacity of the major items of Contractor's Equipment, its programmed production rate and the periods it will be on site;
 - (d) Details relating to the pre-arranged sources of the necessary aggregates and other key materials, estimated transportation distances for the materials;
 - (e) other information as the Tenderer deems relevant or appropriate.
- iii) Contractor's Equipment;
 - (a) The major items of plant and equipment proposed to be used in the Works, stating the present location and use of that equipment, its ownership and its age.
- iv) Contractor's Personnel.
 - (a) Key staff and alternates
 - (b) General and specific experience
 - (c) Resumes

b) Attachment 2 - Tenderers' Qualifications

- Option I - Tenderers' Qualifications Without Prequalification
- Option II - Tenderers' Qualifications Following Prequalification

c) Attachment 3 - Other Information

- i) List of Proposed Subcontractors, Aggregates and other Major Materials Suppliers – the Tenderer is required to provide the same level of information with respect to proposed suppliers of mixed asphalt, concrete mixes and precast elements as for subcontractors.
- ii) Name (s) and address (s) the insurer (s) and its/their principal terms for the insurances required under the Contract; and
- iii) Name and address of the bank, which will provide the Performance and Advance Payment Securities.

ATTACHMENT 1 - PRELIMINARY PROGRAMME

SITE ORGANISATION AND METHOD STATEMENT

The Tenderer shall provide general description of the arrangements and method statement which the Tenderer intends to adopt for the execution of the Works. The Tenderer's arrangements and method statement should demonstrate their adequacy for satisfactory execution of the Works in conformity with the Tender Documents.

MOBILISATION AND CONSTRUCTION SCHEDULES

The Tenderer shall provide information and/or schedule showing the order in which the Tenderer intends to carry out the Works including the anticipated timing of each stage of the performance of the Contract including but not limited to:

- a) mobilisation of the Contractor's Plant and Equipment;
- b) execution of each key construction activity including anticipated construction rates and estimated timing for commencement and completion;
- c) details relating to the sources of the key materials, estimated transportation distances for the materials;
- d) other information as the Tenderer deems relevant or appropriate.

CONTRACTOR'S EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer. The Tenderer shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <div style="display: flex; justify-content: space-around; align-items: center;"> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured </div>	

The following information shall be provided only for equipment not owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

CONTRACTOR'S PERSONNEL

Proposed Personnel

Tenderers should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section 3 (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

Resume of Proposed Personnel

The Tenderer shall provide all the information requested below for each of the personnel listed the schedule of the Contractor's Personnel. Fields with asterix (*) shall be used for evaluation.

Position*		
Personnel information	Name *	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present <i>Employer</i>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

[illegible]

LIST OF PROPOSED SUBCONTRACTORS

Where the Tenderer proposes to use a named subcontractor (s) for the execution of any part of the Works, the Tenderer shall provide the following information for each proposed subcontractor:

- name, head office address; place of incorporation / registration; year of incorporation / registration and contact details;
- brief description and the estimated value of the part of the Works, which is intended to be subcontracted;
- description of the capability and resources of the named subcontractor (s) to perform the proposed part of the Works including:
 - (a) experience and past performance on the execution of similar works;
 - (b) capabilities with respect to personnel, equipment, and construction; and
 - (c) financial position
- appropriate justification of the need for the use of the proposed subcontractor for the execution of the Works

ATTACHMENT 2 – TENDERERS QUALIFICATIONS

The Tenderer shall update the information given during the corresponding prequalification exercise to demonstrate that he continues to meet the criteria used at the time of prequalification.

For this purpose, the Tenderer shall use the relevant forms included in this Section.

Form ELI - 1: Tenderer Information Sheet

1.1.1.1.1 Tenderer Information	
Tenderer's legal name	
In case of JVCA, legal name of each partner	
Tenderer's country of constitution	
Tenderer's year of constitution	
Tenderer's legal address in country of constitution	
Tenderer's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITT 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JVCA named in above, in accordance with ITT 20.2.</p> <p><input type="checkbox"/> 3. In case of JVCA, letter of intent to form JVCA or JVCA agreement, in accordance with ITT 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITT 4.5.</p>	

Form ELI - 2: JVCA Information Sheet***Each member of a JVCA must fill in this form***

1.1.1.1.2 JVCA / Specialist Subcontractor Information	
Tenderer's legal name	
JVCA Partner's or Subcontractor's legal name	
JVCA Partner's or Subcontractor's country of constitution	
JVCA Partner's or Subcontractor's year of constitution	
JVCA Partner's or Subcontractor's legal address in country of constitution	
JVCA Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. <ul style="list-style-type: none"> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITT 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITT 20.2. <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 4.5. 	

Form CON – 2: Historical Contract Non-Performance

[The following table shall be filled in for the Tenderer and for each partner of a Joint Venture]

Tenderer's Legal Name: _____

Date: _____

Joint Venture Party Legal Name: _____

Tender Ref. and title: _____

Page _____ of _____ pages

Non-Performing Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the 5 years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed during the 5 years specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, EURO equivalent)
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non performance:	
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2 as indicated below.			
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, EURO equivalent)
		Contract Identification: Name of Employer:] Address of Employer: Matter in dispute:	

Form FIN-1: Financial Situation

Each Tenderer or member of a JVCA must fill in this form

Financial Data for Previous 5 Years [EURO Equivalent]				
Year 1:	Year 2:	Year 3:	Year 4:	Year 5:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Tenderer or partner to a JVCA, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN-2: Average Annual Construction Turnover***Each Tenderer or member of a JVCA must fill in this form***

Annual Turnover Data for the Last 5 Years (Construction only)			
Year	Amount Currency	Exchange Rate	EURO Equivalent
Average Annual Construction Turnover			

The information supplied should be the Annual Turnover of the Tenderer or each member of a JVCA in terms of the amounts billed to clients for each year for work in progress or completed, converted to EUROS at the rate of exchange at the end of the period reported.

Form FIN-3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

No.	Source of financing	Amount (EURO equivalent)
1		
2		
3		

Form FIN-4: Current Contract Commitments / Works in Progress

Tenderers and each partner to a JVCA should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current EURO equivalent)	Estimated completion date	Average monthly invoicing over last six months (EURO/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form EXP – 1: General Construction Experience*Each Tenderer or member of a JVCA must fill in this form*

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Tenderer	Role of Tenderer

Form EXP – 2(a): Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature			
Contract No of	Contract Identification		
Award Date		Completion Date	
Role in Contract	Contractor	Management Contractor	Subcontractor
Total Contract Amount	EURO		
If partner in a JVCA or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Criteria 2.4.2(a) of Section III			

Form EXP – 2(b): Specific Construction Experience in Key Activities

Fill up one (1) form per contract

Contract with Similar Key Activities			
Contract No of	Contract Identification		
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	EURO		
If partner in a JVCA or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone Number Fax Number E-mail			
Description of the key activities in accordance with Criteria 2.4.2(b) of Section III			

ATTACHMENT 3 – OTHER INFORMATION

DETAILS OF PROPOSED INSURER (S)

The Tenderer shall provide name (s) and address (s) the insurer (s) and its/their principal terms for the insurances required under the Contract

**DETAILS OF PROPOSED BANK ISSUING
PERFORMANCE AND ADVANCE PAYMENT SECURITIES**

The Tenderer shall provide the name and the address of the issuing bank, which will provide the Performance and Advance Payment Securities. The Tenderer shall also provide information about the current credit rating of the issuing bank by Moodys or Standard &Poors or other rating agencies.

Section V: Eligible Countries

The Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects regardless of whether the country is a member of the Bank.

Consistent with international law, the proceeds of the Bank's loans, equity investment or guarantees shall not be used for payment to persons or entities or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Persons or entities, or suppliers offering goods and services, covered by such prohibition shall therefore not be eligible for the award of Bank-financed contracts.

PART 2 – Requirements

Section VI: Requirements

Contents

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Scope of Works

The M3 Road provides the shortest road connection between Chişinau, the capital, and Giurgiuleşti and its nearby port in the south giving access to the Danube River and the Black Sea. The M3 Road is part of a larger Trans - European Road, the E577.

The rehabilitation works under this contract comprises two sections of M3 Road. The first section commences at km 151+200 to km 171+290. The second section of M3 Road runs further from the km 179+650 to km 190+750. The length of first section is about 20.1 km from Ciumai village to Vulcăneşti town. The existing road is mainly a two (2)-lane single carriageway paved road. The second section measures 11.1 km and runs from south of Vulcanesti to the beginning of Slobozia Mare new designed bypass.

The rehabilitation of these sections is expected to follow the existing road alignment, with the possible exception of limited realignments to improve geometric characteristics, eliminate safety hazards, or avoid areas subject to severe soil erosion. The works of these sections include pavement overlays, construction of a new bridge with three equal spans of 54.7 m long and 13 m wide with precast pre-stressed concrete T-beams for superstructure. Also, two bridges is to be rehabilitated. The lengths of the bridges are 14.5 m and 6 m and the widths 12.5 m and 13.7 m, respectively. Additionally, reconstruction of a roundabout is envisaged. Slight realignments are foreseen to improve the road safety conditions in Ciumai and Burlăceni villages according to the drawings.

During the Works Execution period Contractor shall organize and maintain the road traffic, with exception of specific maintenance works during winter period (snow and glazed frost cleaning).

During the winter period Contractor shall (i) maintain the traffic throughout the zones of unfinished construction; and (ii) provide pavement related routine maintenance including repairing potholes, patching and preserve the unfinished constructions.

In accordance with the current legislation, the Contractor shall be responsible for the road accidents caused by the non-compliance with the contract provisions and the traffic management requirements during the execution of the road works by the Contractor or his Subcontractors.

Specification

See separate Volumes II

Drawings

See separate Volumes III

PART 3 – Conditions of Contract and Contract Forms

Section VII: General Conditions of Contract (GCC)

Î.S. “Administrația de Stat a Drumurilor” (State Road Administration)

[name of Employer]

Name of each project particular road section

[name of contract]

The Conditions of Contract, Part A: General Conditions shall be those forming Section VII of the “Conditions of Contract for Construction” Harmonized March 2006 prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC). These Conditions are subject to the variations and additions set out in Section VIII hereof entitled “Part B: Particular Conditions of Contract” (PCC)

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432
Telephone: 41 21 653 5003

And the FIDIC official web site

Section VIII: Particular Conditions of Contract (PCC)

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1. General Provisions

1.1 Definitions

1.1.6 Other Definitions

The following paragraph shall be added at the end of Sub-Clause 1.1.6:

- 1.1.6.10 “Notice of Dissatisfaction” means the notice given by either Party to the other under Sub-Clause 20.4 [Obtaining Dispute Adjudication Board’s Decision] indicating its dissatisfaction and intention to commence arbitration.

4 The Contractor

4.2 Performance Security

The following paragraph shall be added:

The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.

4.3 Contractor’s Representative

The following paragraph shall be added:

If the Contractor’s Representative’s delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

6 Staff and Labour

6.1 Engagement of Staff and Labour

The following paragraph shall be added:

The Contractor shall document and communicate to all workers their working conditions and terms of employment, including their entitlement to wages, hours of work, overtime arrangements and overtime compensation, and any benefits (such as leave for illness, maternity / paternity or holiday).

6.2 Rates of Wages and Conditions of Labour

The following paragraph shall be added:

Where the Contractor is party to a collective agreement or is otherwise bound by it, the Contractor shall comply with its terms and conditions.

Deductions from wages for disciplinary measures shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. Deductions must never lead to an employee receiving less than the applicable minimum wage.

All workers shall be provided with clearly understandable verbal and written information about the conditions in respect of wages before they enter employment and of the particulars of their wages for the pay period concerned each time that they are paid. Wages shall be paid in legal tender in full, on time and directly to the workers concerned. The Contractor shall maintain records of all payments and deductions made.

6.4 Labour Laws

The following paragraph shall be added:

The Contractor shall ensure that obligations to staff and labour under labour, health and safety and social security laws and regulations arising from the employment relationship shall not be avoided through the use of labour-only contracting arrangements.

6.5 Working Hours

The following paragraph shall be added:

Hours of work shall comply with applicable laws, collective agreements, and industry standards. Overtime shall be voluntary wherever possible, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

6.6 Facilities for Staff and Labour

The following paragraph shall be added:

Where the Contractor provides living accommodation for workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. The accommodation shall comply with national legislation and, where possible, follow international good practice as set out in the IFC / EBRD Public Guidance

The Contractor shall ensure that workers' freedom of movement to and from the accommodation is not unduly restricted.

6.7 Health and Safety

The following paragraph shall be added:

The Contractor shall develop and maintain throughout the execution of the Contract preventative measures relating to worker health concerns, including providing inoculations or other preventative treatments for disease that are either global in nature or endemic in the project area. The Contractor shall undertake appropriate measures to reduce the risk of transfer of STDs and HIV/AIDS among the Contractor's Personnel and the local community including providing condoms and information for raising awareness among employees of sexually transmitted disease and HIV/AIDS.

6.8 Contractor's Superintendence

The following paragraph shall be added:

The Contractor shall ensure that a grievance mechanism is available to all workers and their organisations to use without fear of intimidation or retaliation. The Contractor will ensure that employees are informed about the grievance mechanism and that this is part of the training for new employees and information is posted in relevant areas in the construction camp. The Contractor shall ensure that the grievance mechanism involves an appropriate level of management and addresses concerns promptly, using an understandable and transparent process that provides feedback to those concerned without any retribution.

6.23 Workers' Organisations

Add the following sub-clause 6.23:

In countries where the relevant labour laws recognize workers' rights to form and to join workers' organisations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and bargain collectively. The Contractor shall engage with such workers' representatives. Workers' organisations are expected to fairly represent the workers in the workforce. The Contractor shall ensure that workers' representatives have access to all workplaces necessary to enable them to carry out their representative functions.

6.24 Non-Discrimination and Equal Opportunity

Add the following sub-clause 6.24:

The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. The Contractor shall ensure equal remuneration for men and women for work of equal value. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or promote local employment opportunities or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

8 Commencement, Delays and Suspension

8.1 Commencement of Works

Paragraph d) of sub-clause 8.1 shall be replaced with the following text:

d) receipt by the Contractor of the first half of Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been

delivered by the Contractor to the Employer within 28 days following the signature of the Contract Agreement, otherwise sub-clause 8.1 (d) shall not apply

14 Contract Price and Payment

14.1 The Contract Price

i) *The following paragraph shall be added:*

ii) *f) Most services performed under and activities undertaken in furtherance of the Contract, including in connection with the execution of the Works, are exempt from taxes, duties, levies, contributions or other charges imposed under Laws currently or hereafter in effect in the Employer's Country (separately "tax" and collectively "taxes") during Contract.*

The tax exemption mechanism is provided in the Decision no. 246 of the Government of Moldova from April 8th, 2010 "on the mechanism for application of the zero rate VAT on supplies of goods, services in the country and application of fiscal and customs facilities for the ongoing technical and investment assistance projects covered by international treaties to which Moldova is party".

14.2 Advance Payment

The following paragraph shall be added:

The advance payment guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

14.7 Payment

The last paragraph in sub-clause 14.7 to be replaced with the following:

The Contractor shall notify to the Employer, prior to any payment under the Contract, details of the bank account (s) nominated by the Contractor for payments for the currency or currencies specified in the Contract. All payments of the amounts due to the Contractor shall be made into the bank account (s) thus nominated by the Contractor.

14.15 Currencies of Payment

Text of sub-clause 14.15 shall be replaced with the following text:

Sub-clause 14.15 is inapplicable. The Contract Price shall be paid in **EURO**

14.16 Penalties

Additional sub-clause to be added 14.16 Penalties

The following penalties shall apply:

- (a) The penalty for Contractor's failure to comply with any of the Traffic Management Plan shall be EUR 1,000 (one thousand euros) per day, per requirement, as notified by the Engineer. The Engineer shall document and notify the Contractor on any such noncompliance and allow reasonable time to remedy the noncompliance.

Application of Penalties:

- (a) Before applying penalties to an Interim Payment Certificate, the Engineer shall notify the Contractor about the pending penalties and specify them according to their causes including delays and any other specific noncompliance.
- (b) The cumulated amounts of all penalties shall be deducted from the amount of any pending payment due to the Contractor until the total penalty amounts have been paid off.
- (c) The Employer may claim the Performance Guarantee and terminate the Contract according to Sub Clause 15.2 [*Termination by Employer*], Item (c), in case of the following:
 - (i) when the Contractor continues to delay the completion of the works beyond 90 days; and/or,
 - (ii) when the cumulated penalties reach ten percent (10%) of the Contract Price.

15 Termination by Employer

The following Sub-clause shall be added:

15.6 Prohibited Practices

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in prohibited practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2.

Should any employee or subcontractor of the Contractor be determined, based on reasonable evidence, to have engaged in a prohibited practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].

For the purpose of this Sub-Clause, the terms set forth below are defined as prohibited practices:

- (a) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- (b) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (c) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- (d) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

Section IX: Annex to the PCC – Contract Forms

This Section contains Contract Forms which, once completed, will constitute part of the Contract. The forms for Contract Agreement, Performance Security and Advance Payment Security and Retention Money Security, when required, shall only be completed by the successful Tenderer, after contract award

LETTER OF ACCEPTANCE

[on letterhead paper of the Employer]

..... *[date]*

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No.]*

This is to notify you that your Tender dated *[Insert date]* for execution of the *[insert name of the contract and identification number]* for the amount of *[insert amount (s) in figures and words and name(s) of currency(ies)]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

You are requested to furnish the Performance Security in the amount of *[insert amount (s) in figures and words and name(s) of currency(ies)]* within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section IX (Contract Forms) of the Tender Document.

Authorised Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) [*insert complete name of the Employer, a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of the Employer}, or corporation incorporated under the laws of {insert name of Country of the Employer}] and having its principal place of business at [insert address of the Employer] (hereinafter called "the Employer")*],

and

- (2) [*insert name of the Contractor, a corporation incorporated under the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called "the Contractor")*].

WHEREAS the Employer invited tenders for the execution of the Works, described as [*insert brief description of the Works*] and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and the Employer agrees to pay the Contractor the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Tender
 - (c) the Addenda No.s [*insert addenda numbers if any*]
 - (d) the Particular Conditions
 - (e) the General Conditions
 - (f) the Specification
 - (g) the Drawings; and
 - (h) the completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Agreement to be executed in accordance with the laws of Moldova on the day, month and year indicated above.

Signed by: _____

Signed by: _____

For and on behalf of the Employer in the presence of _____

for and on behalf the Contractor in the presence of _____

Witness: _____

Witness: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

PERFORMANCE SECURITY

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated. All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.]

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

Tendering Process Reference:[insert no. and title of tendering process]

Bank's Branch or Office:[insert complete name of Guarantor]

Beneficiary:[insert complete name of Employer]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of the Contractor (hereinafter called "the Contractor")] has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the [execution and completion of [description of the Works]] and the remedying of any defects therein (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)¹ in figures and words] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month][insert year],² and any demand for payment under it 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. 758.

The governing law shall be that of Republic of Moldova.

. [Seal of Bank and Signature(s)].

¹ The issuing bank shall insert the amount(s) specified in the PCC and denominated, as specified in the PCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

² Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

ADVANCE PAYMENT SECURITY

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated. All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.]

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

Tendering Process Reference:[insert no. and title of tendering process]

Bank's Branch or Office:[insert complete name of Guarantor]

Beneficiary:[insert complete name of Employer]

ADVANCE PAYMENT GUARANTEE No.:[insert Advance Payment Guarantee no.]

We have been informed that [name of the Contractor]. (hereinafter called "the Contractor") has entered into Contract No. [reference number of the Contract]. dated with you, for the execution of [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [name of the currency and amount in figures¹ and words] is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of the Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in figures and words]. 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 used the advance payment for purposes other than [... performing his obligations under the Contract or the costs of mobilisation in respect of the Works].

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 [Contractor's account number]. at [name and address of the 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 interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the [insert number] day of [insert month][insert year].², 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. 758.

The governing law shall be that of the Republic of Moldova.

. [Seal of Bank and Signature(s)].

¹ The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [insert number of months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

RETENTION MONEY SECURITY

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated. All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.]

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

Tendering Process Reference:[insert no. and title of tendering process]

Bank's Branch or Office:[insert complete name of Guarantor]

Beneficiary:[insert complete name of Employer]

RETENTION MONEY GUARANTEE No.: _____

We have been informed that _____ [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the execution of _____ [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money 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 figures] () [amount in words]¹ 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 Contractor failed to complete the outstanding works and/or to remedy defects or damages.

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

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Engineer. 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. 758.

The governing law shall be that of the Republic of the Moldova.

. [Seal of Bank and Signature(s)].

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or, if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Employer.