

SECTION 3

NRC Invitation to Bid - General Terms & Conditions

1 Scope of Bid

- 1.1 The bid is based on the scope of the assignment as determined in the Bid Data Sheet (Section 2). Bidders should read the instructions in conjunction with the Bid Data Sheet.
- 1.2 The successful bidders will be awarded a service contract for 1 year for the Improving Livelihood Community Infrastructure.

2 Corrupt Practices

2.1 **Norwegian Refugee Council** requires Employees, Bidders, and Contractors to observe standards of ethics during procurement and the execution of contracts. In pursuit of this, the Norwegian Refugee Council defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt practice" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b) "Fraudulent practice" includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Norwegian Refugee Council and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the Norwegian Refugee Council of the benefits of free and open competition.
- c) In any case where fraud or corruption is identified, NRC will:
 - reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract.
 - remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
 - liaise with District Officials to report if fraudulent or corrupt practices are identified
 - terminate works

2.2 Any communications between a Bidder and the Norwegian Refugee Council related to matters of alleged fraud or corruption must be made in writing and addressed to the Country Director (email: Jacopo.Caridi@nrc.no) in The Republic of Moldova.

3 Data Protection and Security

3.1 NRC expects contractors who process personal data to comply with the General Data Protection Regulation (EU GDPR) and any relevant national legislation. Suppliers processing personal data on an NRC contract might be required to sign a data processing/sharing agreement as a part of the contract. Refusal to sign such an agreement constitutes refusal of the contract terms and forfeiture of the contract on the part of the supplier.



4 Eligible Bidders

4.1A Bidder shall meet the following criteria to be eligible to participate in NRC procurement of Works:

a) the bidder, at the time of bid, is not:

- i. insolvent;
- ii. in receivership;
- iii. bankrupt; or
- iv. being wound up

b) the bidder's business activities have not been suspended.

c) the bidder is not the subject of any legal proceedings and by submitting the Offer to this ITB or any part thereof, declares its compliance to all present terms and conditions.

d) The Bidder has fulfilled his or her obligations to pay taxes and social security contributions. In a case where VAT is included in a bid, a copy of the VAT certificate must accompany the bid.

e) A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have an undisclosed conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Norwegian Refugee Council regarding this bidding process.

4.2A Bidder whose circumstances in relation to eligibility change during a procurement process or during the execution of a contract shall immediately inform the Norwegian Refugee Council.

4.3NRC reserves the right to refuse a bid at any time if the bidder or any party constituting the Bidder, including one of its sub-contractors, violates any of the ethical standards provided in section 9 of the Invitation to Bid.

5 Joint Ventures, Consortia and Associations

Bids submitted by a joint venture, consortium, or association of two or more firms as partners will only be accepted in exceptional circumstances.

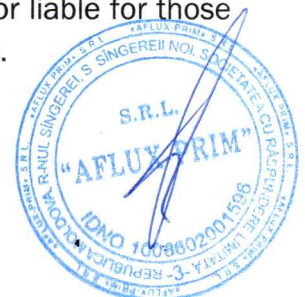
6 One Bid Per Bidder Per Work

Each Bidder shall submit only one Bid per contract. A Bidder who submits or participates in more than one bid per contract will cause all the bids with the Bidder's participation to be rejected.

7 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Norwegian Refugee Council shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8 Site Visit



Only the selected Bidder(s), at the Bidder's own responsibility and risk, will be invited to visit and examine the Site of Works and its surroundings. The costs of visiting the Site shall be at the Bidder's own expense. Site visits will be done for the purpose of getting to know the locations and to have an idea of the type of work expected. The visit will be conducted by a representative from NRC and a representative of the Contractor, who will visit the relative location of the winning Lot.

9 Inspection

NRC is obliged to ensure that its procurement decisions are clearly justified and documented and keeping within the Donors mandatory principles. In that regard, full and on-the-spot access must be granted to representatives of NRC, the Donor, or any organization or person mandated by it to premises belonging to NRC or its contractors. The right to access shall include all documents and information necessary to assess or audit the implementation of the contract or ensure the company's eligibility before signing the contract.

10 Obtaining and Completing Bidding Documents

10.1 Bidders who did not obtain the Bidding Document directly from the Norwegian Refugee Council will be rejected during evaluation. Where a Bidding Document is obtained from the Norwegian Refugee Council on a Bidder's behalf, the Bidder's name must be registered with the Norwegian Refugee Council at the time of issue.

10.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

11 Clarification of Bidding Document

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Norwegian Refugee Council in writing. The Norwegian Refugee Council will respond in writing to any request for clarification before the deadline for clarification of bids. The Norwegian Refugee Council shall forward copies of its response to all Bidders who have acquired the Bidding Document, including a description of the inquiry but without identifying its source.

12 Amendment of Bidding Document

12.1 At any time prior to and until 48 hours prior to the deadline for submission of bids, the Norwegian Refugee Council may amend or cancel the Bidding Document by informing the bidders in writing.

12.2 To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, the Norwegian Refugee Council can, at his discretion, extend the deadline for the submission of bids.

13 Language of Bid

13.1 The bid, as well as all correspondence and documents relating to the bid, shall be written in English.



13.2 Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

13.3 Copies of official documents such as business registration, tax documents, and bank guarantees can be provided in their issuance language.

14 Documents Comprising the Bid

14.1 The bid submitted by the Bidder shall comprise all the mandatory documents listed in Section 2 Paragraph 06. Bidders' checklist.

14.2 All forms must be completed without any alterations to the format, and no substitutes shall be accepted. All blank spaces shall be filled with the information requested.

15 Bid Price for Service Contract (SC)

13.1 Bid prices are for service contracts. Where a bid is submitted per lot, all relevant BoQ must be completed.

13.2 The Bidder shall fill in rates and prices for all items of the Works/supply or service described in the drawings and specifications and listed in the BoQ, Items for which no rate or price is entered by the Bidder will not be paid for by the Norwegian Refugee Council when executed and shall be deemed covered by the other rates and prices in the BoQ.

13.3 Unless otherwise specified in the Bid Data Sheet, all duties, taxes and other levies payable by the contractor under the contract, shall be included in the total bid price submitted by the bidder.

13.4 All the offered prices shall include VAT.

13.5 The priced Bill of Quantities submitted by any Bidder shall be checked for arithmetical errors and for what might be considered unreasonable rates during the evaluation. Where errors are identified, one or more of the following steps may be taken:

- a) If any rates are considered to be unrealistic or unreasonable they may be altered by mutual agreement, provided that no alteration shall be made in the amount of the Bid.
- b) If any arithmetical errors are detected in an otherwise acceptable bid, and the Bidder, on being so notified, is prepared to confirm his bid and if the Bidder is subsequently awarded the contract, then the Bid shall be altered to reflect the difference.
- c) The Bidder is reminded that it is entirely his responsibility to ensure the accuracy of his bid. No alteration will be made to the bid after its submission on the grounds of any arithmetical errors subsequently discovered except as provided above.

16 Country of Origin for materials and general sanctions

The Contractor understand that activities and materials used under this project are



subject to EU sanctions and that compliance with EU sanctions is mandatory. The Contractor shall undertake through the implementation of activities under any further contracts, PO, etc., not to engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by the European Union, the United Nations, or the United States. The Contractor further undertakes to remain compliant with all origin of goods requirements and prohibitions stipulated under EU sanctions, including, but limited to, Council Regulation (EU) No 692/2014 and Council Regulation (EU) 2022/263.

7 Currencies of Bid and Payment terms

All prices shall be quoted by the Bidder in MDL unless otherwise stated. Similarly, all payments will be made in MDL.

NRC will execute payments upon completion of milestones as defined in the table below:

#Payment	Milestone description	Value
1	Completion of 100% of the works in a PO (works completion certificate is issued by NRC) *	90% of the contracted value will be paid
2	Expiry of the defect liability period (up to 3 months) after the final delivery (quality control certificate is issued by NRC)	10% of the contracted value will be paid **

* An advance payment of maximum 20% of the PO amount can be considered, in case requested by the selected Contractor. Final payment terms for each batch will be included in each PO signed and approved by the Contractor.

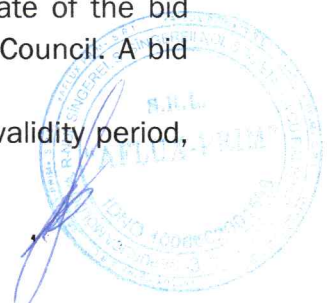
** NRC will retain 10% of the final executed value as a form of guarantee for a period of up to three (3) months. If the works develop faults within that period, the contractor will be requested to rectify the faults at no additional cost for NRC. If no fault develops or the faults are rectified by and at the contractors cost the retained amount will be returned to the contractor at the end of the defect liability period.

- NRC shall pay by bank transfer within thirty (30) days of the submission of an official invoice by the Contractor based on the completion of a milestone.
- All potential limitations to access funds by the Contractor in the nominated accounts shall be the sole risk and liability of the contractor.
- Invoices are to be submitted on the completion of all works under one Purchase Order basis with a copy of the Works Completion Certificate for each single project signed by the party executing the works, the NRC requester, and the NRC shelter staff verifying quality and quantity.

18 Bid Validity

18.1 Bids shall remain valid for a period of **12 Months** after the date of the bid submission deadline as prescribed by the Norwegian Refugee Council. A bid valid for a shorter period shall be rejected as non-compliant.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period,



the Norwegian Refugee Council may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing his acceptance of the extension. In case of extension, modification of the bid is not permitted.

20 Alternative Bids

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in Annex A – NRC Generic BoQ. Alternative bids shall not be considered unless otherwise indicated in Section 2 – the Bid Data Sheet.

21 Format and Signing of Bid

The Bidder shall prepare one set of bid documents per the contract for which he wishes to bid. For reference purposes, the bidder should hold a copy of the documents with himself.

21.1 Sealing and Marking of the Bid

21.1 The Bidder shall enclose their bid for each contract as per Section 2 Paragraph 4. Manner of Submission.

21.2 The envelopes shall:

- (a) be addressed to the Logistics Office, Norwegian Refugee Council, in the location specified in Section 2 – the Bid Data Sheet
- (b) bear the Invitation to Bid (ITB) number.
- (c) no other markings should be on the envelope but those mentioned herein.

21.3 If all envelopes are not sealed and marked as required, the Norwegian Refugee Council might decide to reject the bid.

22 Deadline for Submission of Bids

Bids must be received by the Norwegian Refugee Council at the address given and no later than the date and time indicated in Section 2 - the Bid Data Sheet.

23 Late Bids

The Norwegian Refugee Council shall not consider any bid that arrives after the deadline for submission as stipulated in Section 2 – the Bid Data Sheet. Any bid received by the Norwegian Refugee Council after the deadline for submission of bids shall be declared late and rejected.

24 Withdrawal and Replacement of Bids

24.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, signed by an authorized representative. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

- (a) submitted as with Clauses 20 and 21, and in addition, the envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT” and
- (b) received by the Norwegian Refugee Council prior to the deadline for submission of bids, in accordance with Section 2 – the Bid Data Sheet

24.2 After the opening of bids, modifications to bids must be documented and any



discussions reported in writing. A bid may be withdrawn at any stage, with written notice.

25 Confidentially

- 25.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best evaluated Bidder is communicated to all Bidders.
- 25.2 Any effort by a Bidder to influence the Norwegian Refugee Council in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 25.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Norwegian Refugee Council on any matter related to the bidding process, it should do so in writing.

26 Clarification of Bids

Norwegian Refugee Council may, at its discretion, ask any Bidder for a clarification of its Bid. The Norwegian Refugee Council's request for clarification and the response shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Norwegian Refugee Council shall not be considered. All requests for clarifications shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be permitted, except to confirm the correction of errors.

27 Bids Validation

- 27.1 The Norwegian Refugee Council's determination of a Bid's validity is to be based on the contents of the bid itself, which cannot be corrected if determined to be invalid
- 27.2 A valid bid is one that complies with all the terms, conditions, and specifications of the Bidding Document, without deviation or omission, which affects, or could affect;
 - a) the scope, quality, or performance of the Works specified in the Service Contract agreement; or
 - b) limits in any substantial way, the Norwegian Refugee Council's rights or the Bidder's obligations under the Service Contract agreement.

28 Evaluation of Bid

- 28.1 The Norwegian Refugee Council shall examine the legal documentation and other information submitted by Bidders to verify eligibility and then will review and score bids according to the following criteria:
 - a) **Administrative compliance (Pass or Fail):** was the company able to submit all the required supportive documents per the bidder checklist (Section 2, paragraph 6) and fulfil the bidding form and content conditions.
 - b) **Minimum Requirements (Pass or Fail)**



1. Geographical Coverage: Ability to provide services in any of the North Raions of Moldova.
2. Experience: Minimum 3 years of experience in similar contracts or in the field.
3. References: Ability to provide 2 reference letters with the possibility of being checked.
4. Warranty: Warranty on works: 3 months for the small and medium repair works and a 3-year warranty period for installed/delivered equipment.
5. Financial Stability: Company financial stability is provided and confirmed by the latest financial statements (income statement and balance sheet) for the past 2 years.
6. Company's bank statements with 2 years turnover
7. Payment Terms: Ability to comply with NRC Payment Terms (Section 3 - 17).

c) Technical evaluation (passing score 50 points of total 100)

1. **Capacity of the Supplier** in terms of Human resources available to provide repair works.
2. **Capacity of the Supplier** in terms of Machinery and equipment available to provide repair works.
3. **Timely Execution Capacity:** Demonstrated capacity to implement livelihood infrastructure projects within the proposed timeframe, which shall not exceed 4 weeks.
4. **Multi-location Capability:** Ability to provide services of construction works at the same time in more than 2 locations (in the different northern districts of Moldova). Demonstrated sufficient resources and capability for simultaneous implementation.
5. **Subcontracting Capability:** Demonstrated capacity to execute all kinds of works that are in the BoQ, in case of subcontracting of the services to present the subcontractor profile and docs.
6. **Quality Reference Check:** Reference check on Quality based on the reference check feedback (Excellent / Good / Average / Poor).
7. **Notice Period:** Minimum notice period by NRC to request a repair works service supplier.

d) Financial Evaluation

The winning bid will be selected by awarding the contract to the offer with the lowest total, provided it meets the criteria of being technically qualified and responsive. The comparison will be conducted based on the lowest financial offer among the bids that meet the specified technical requirements.

28.2 In case of two contractors being scored the same in the evaluation, the one with the highest technical ranking will be awarded the contract.

28.3 Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions and donor regulations require NRC to screen contractors against various lists including but not limited to the United Nations Security Council Sanctions List and World Bank debarment lists to



ensure due diligence. Submission of the bid constitutes acceptance of these screening practices on the part of the Bidder.

28.4 Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted.

29 Award Procedure

29.1 The Norwegian Refugee Council shall award the Contract in writing, with an award letter, to the Bidder whose offer has been determined to be the best, before the end of the bid validity period.

29.2 Any bidder who has not been awarded a contract, will be notified in writing.

29.3 Until a formal contract is prepared and executed, the Award Letter shall constitute a binding agreement between the bidder and NRC.

29.4 The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.

30 Signing of Contract

30.1 Upon receipt of the Letter of Acceptance, the Norwegian Refugee Council shall call the successful Bidder to sign the Service Contract agreement.

30.2 Within an agreed timeframe, the successful Bidder shall sign, date, and return the Contract to the Norwegian Refugee Council.

31 Contract

31.1 The Contractor-to-be will comply with a Service Contract (SC), which will foresee, among others, the following commitments:

- a) Non-exploitation of child labour and respect of basic social rights and working conditions (including security regulations and insurance for labour);
- b) Provide transport, with insurance coverage for the materials, up to the warehouse and construction sites;
- c) Accomplish the works, according to the required quantities and technical specifications indicated in the Bill of Quantities and Technical Drawings (SECTIONS 7 and 8), within the proposed timeframe.

32 Sub-Contracting

Please be advised that before subcontracting, the Contractor shall inform NRC, as well as provide all the requested documents as per Section 2, paragraph 6 – Bidder checklist under “Supporting documents”, except for financial statements, and signed Ethical Standards Declaration.

33 Explosive Hazards

If this contract takes place in areas with Explosive Hazards, NRC accepts no liability for injury and/or death to contractor’s staff or damage to contractor’s property. It is the responsibility of the Contractor to check sites / ensure sites are checked for Explosive Hazards, informing their staff of the potential risks of undertaking works where Explosive Hazards may be present, providing staff with appropriate training on Explosive Hazards, and maintaining appropriate insurance / funding to cover injury and/or death of their staff which may arise.

