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REQUEST FOR QUOTATION (RFQ)

DATE: **14 February 2017**

REF.: **RFQ17/01438**

Dear Sir / Madam:

We kindly request you to submit your quotation for the Development of a feasibility study for piloting a municipal vegetal waste operator for solid biofuel production and supply, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **28 February 2017, 16:30 (Moldova local time)** and via e-mail to the address below:

United Nations Development Programme in Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: Registry Office/Procurement
tenders-Moldova@undp.org

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note **"RFQ17/01438: Feasibility study IMC - MEBP"**.

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> As per Delivery Schedule attached in Terms of Reference
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required

Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Moldovan Lei
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	28 February 2017, 16:30 (Moldova local time)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others: <specify>
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2; <input checked="" type="checkbox"/> Company profile (short info up to 3 pages) with detailed description of previous assignments relevant to this RFQ; <input checked="" type="checkbox"/> Copy of Company's Registration Certificate; <input checked="" type="checkbox"/> CVs of proposed experts with detailed description of previous assignments relevant to this RFQ <input checked="" type="checkbox"/> Detailed Contract Implementation Plan <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.
Period of Validity of Quotes starting the Submission Deadline Date	<input checked="" type="checkbox"/> 60 days
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 80% of contract cost – upon approval of feasibility report and submission of technical specifications of equipment; <input checked="" type="checkbox"/> 20% of contract cost – upon submission and approval of final report
Liquidated Damages	1.00% of contract for every day of delay, up to a maximum duration of 15 calendar days. Thereafter, the contract may be terminated.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ² ; <input checked="" type="checkbox"/> Corporate experience: <ul style="list-style-type: none"> ○ At least 5 years of experience in developing business plans, feasibility studies, conducting surveys/market researches, value chains mapping; ○ Minimum 10 feasibility studies or investment planning projects developed in the past 3 years rendering an investment of at least 100,000 USD or equivalent; <input checked="" type="checkbox"/> Economist, financial expert: <ul style="list-style-type: none"> ○ University degree in accounting, finance, business administration, law, economics other related fields ○ At least 7 years of working experience in public finance, accounting, data collection, analysis and research; ○ Minimum 4 previous assignments pertinent to the development of feasibility studies, economic modeling and investment

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

² UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

	<p>planning projects with minimum 1 assignment in the area of waste management, energy or renewables;</p> <p><input checked="" type="checkbox"/> Technical expert No.1</p> <ul style="list-style-type: none"> ○ University degree in engineering, architecture or other related fields ○ At least 7 years of experience in construction design, HVAC engineering, technical evaluation of projects and elaboration of tender documentation and technical specifications ○ Minimum 4 previous assignments pertinent to conducting technical feasibility studies, development of energy management solutions, automation projects yielding energy savings or comprehensive energy auditing; <p><input checked="" type="checkbox"/> Technical expert No. 2</p> <ul style="list-style-type: none"> ○ University degree in engineering, architecture or other related field ○ Demonstrated hands-on experience in launching and/or managing a solid biofuel production business in Moldova <p><input checked="" type="checkbox"/> Legal expert</p> <ul style="list-style-type: none"> ○ Bachelor degree in Law; ○ Minimum 5 years of experience in jurisprudence, Law practicing, giving legal advice, drafting legal documents, and representing clients in legal negotiations and court proceedings <p><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions</p> <p><input checked="" type="checkbox"/> Maximum period for performance of all services not to exceed 21 calendar days upon signature of contract</p>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one service provider
Type of Contract to be Signed	<input checked="" type="checkbox"/> Other Type/s of Contract: Institutional Contract
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with ToR
Annexes to this RFQ	<p><input checked="" type="checkbox"/> Terms of Reference (Annex 1)</p> <p><input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only) ³	<p>Mihail Maciuca, MEBP Procurement and Contracts Management Officer</p> <p><u>mihail.maciuca@undp.org</u></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

Services offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the Services in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf.

Thank you and we look forward to receiving your quotation.

Sincerely yours,


Ira Cebotari,
Head of Operations

Terms of Reference

Moldova Energy and Biomass Project

Development of a feasibility study for piloting a municipal vegetal waste operator for solid biofuel production and supply

Duty station: Chisinau, Moldova
Contract type: Contract for professional services

A. BACKGROUND:

The Moldova Energy and Biomass Project, funded by the European Union and implemented by UNDP aims to contribute to a more secure, competitive and sustainable energy production in the Republic of Moldova through targeted support to the most viable and readily available local source of renewable energy, namely biomass from agricultural wastes.

The project purpose is to increase the use of renewable energy technology significantly through fuel switching and energy efficiency. It primarily focuses on improving heating comfort levels in rural public sector buildings including schools and community centers by using biomass from agricultural wastes. The project also stimulates local markets for improved household heating; industrial cogeneration, and biomass-based briquetting, as well as raise local capacity in project's second phase is to scale up the successful activities and extend them to other regions, specifically Transnistria, ATU Gagauzia and Taraclia and small towns, and to support the further consolidation of the biomass market.

Major activities of MEBP include development of the public sector through creating demand and private sector through increasing the capacity on the supply side of the biomass sector. Creating demand on the public sector side consists of grants and capacity building activities that are oriented to the installation of biomass-based heating systems within publicly managed institutions: schools, hospitals, kindergartens, etc. Increasing the capacity of the supply side consists of various financial and technical assistance mechanisms to support competitive development of solid biofuel production and biomass boiler technology transfer.

The first efforts to create systematic supply and demand started in early 2011 when MEBP 1 was launched. GOM through Ministry of Economy (MOE) established Energy Efficiency Department to develop policies and Energy Efficiency Agency (EEA) to implement those policies through coordination and attraction of donor assistance, managing that assistance, coordinating and synergizing various sectors, players and value chains oriented to produce competitive and reliable renewable products and systems.

Despite some progress, biomass potential remains unexplored and remains vulnerable to market variations and non-functioning systems like legal support, subsidies, competitive and affordable finances, associative representation and lobbying, access to technical assistance, know-how and technology, etc.

One of the underlying MEBP elements is to introduce innovatory ideas to the Moldovan environment through technology, business models, and legislation. One activity closely considered by MEBP is piloting a municipal waste operator for biofuel production and supply. Currently several models in the form of municipal or private enterprises providing services to a group of municipalities are being piloted throughout the country. The services cover for example water supply, solid waste management, street lighting and others. Five of them focus among other things on waste collection. A considerable share of household vegetal wastes, if collected separately, can be further used as raw material for solid biofuel production.

B. OBJECTIVE OF THE ASSIGNMENT, KEY ACTIVITIES AND EXPECTED OUTPUTS:

The goal of this assignment is to conduct a feasibility study and an analysis for piloting a municipal waste operator for biofuel production and supply in Cimislia and Rezina Municipalities. The pilot project will focus on developing a full cycle of biogenic waste collection, processing and consumption within one of the two municipalities: Cimislia or Rezina. The project envisages the establishment of a system of separate collection of waste of organic origin, with the potential of subsequent processing of waste and its transformation into biofuel (chips, briquettes and /or pellets). The biofuel shall be ultimately used for the municipality's own consumption or sold on the market if there will be surplus.

Depending on the outcome of the feasibility studies MEBP will finance in total or in part the costs of establishing one Municipal Waste Operator for biofuel production including the costs of purchasing the equipment required for collection, processing and briquetting/pelletizing of vegetal biomass.

In particular the activities shall include the following tasks:

1. Inception meeting and methodology approval
2. Regulatory Analysis
3. Feasibility assessment of establishing a waste management operator for biofuel production and supply in Cimislia and Rezina
 - 3.1. Estimate the vegetal waste collection potential
 - 3.2. Determine the local biomass fuel consumption potential
 - 3.3. Identify appropriate facilities for the installation of biofuel production line
 - 3.4. Evaluate the feasibility of projects and estimate the financial implications
 - 3.5. Comparative SWOT analysis and ranking and final recommendation
4. Presentation of findings to MEBP, EEA and municipalities and final adjustments based on recommendations received
5. Develop technical specifications for the procurement of the required equipment
6. Step-by-step guidance on creation and operation of municipal waste operators for biofuel production and supply
7. Final assignment report

Task 1: Inception meeting and methodology approval

The Contractor shall meet with MEBP and the municipalities to discuss and get approval of the methodology for conducting the feasibility studies and the table of contents, establish professional working relationships and agree with reporting schedule. The Consultant will visit the sites, obtain copies of available information, and arrange for field data collection as needed.

Task 2: Regulatory Analysis

The Contractor shall collect and determine what are the requirements under the national and local legislation for Inter Municipal Cooperation and establishment and operation of Municipal Waste Operator for biofuel production, and make a summary report on the findings.

Task 3: Feasibility assessment of establishing a waste management operator for biofuel production and supply in Cimislia and Rezina

3.1 Estimate the vegetal waste collection potential

The Contractor shall determine the amount of vegetal waste that the municipality is able to collect from sanitization of municipal green spaces as well as estimate the amount of waste that it would be possible to collect from individual households.

Assessment of household waste supply potential shall be determined based on interviews with the households that will be conducted in accordance with the standards applicable in the industry to provide accurate and reliable data.

The estimation shall take into account various sources of vegetal waste in terms of usable mass such as tree branches, vineyard prunings, and/or other sources that will be identified during the assessment. The assessment shall also look into the potential for future expansion or reduction of green territories. Additionally, it should be analysed whether provision of collection bins or other similar equipment to households may be required.

3.2 Determine the local biomass fuel consumption potential

Evaluate the heat demand in the municipal facilities that are currently equipped with biomass heating systems and those that could be potentially equipped with such installations. Consequently, determine the amount of biofuel required for heating of the respective facilities.

3.3 Identify appropriate facilities for the installation of biofuel production line

In cooperation with the municipalities, identify appropriate facilities for the installation of biomass processing equipment such as wood chippers, dryers, briquette press / pelletizer, other equipment as may be required. The assessment should take into consideration availability of storage spaces as well as access to road, water, electricity supply and other utilities as may be required.

3.4 Evaluate the feasibility of projects and estimate the financial implications

Based on accumulated data the Contractor will develop the feasibility reports, that shall demonstrate the viability of piloting municipal waste operators in both municipalities and the cost implications in this regard throughout the value chain. In particular, it should:

- Describe the legal framework for establishing the Municipal Waste Operator for biofuel production;
- Analyse the most viable sources of vegetal waste, estimate the amount and the market value of waste;
- Analyse the municipalities' heat consumption;
- Assess whether the biofuel that will be obtained is sufficient to cover Municipalities' needs;
- The assessment should also determine which form of biofuel is the most preferred for heating and gives more comparative advantages to best valorise the products: chips, pellets or briquettes;
- Description of enterprise's structure, accreditation process and means of operation
- Determine the equipment required for the collection of vegetal waste (trucks, tractors, trailers, etc.) and its estimated cost;
- Determine the equipment required for processing of vegetal wastes and production of biofuel and its estimated cost;
- Estimate the amount of investment required for the refurbishment of facilities where the production line will be installed and operated, rehabilitation of access ways;
- Estimate the investments required from the municipality for the procurement and installation of new biomass based heating systems in municipal buildings;
- Determine the staffing, operation and maintenance costs of the enterprise, potential revenues as well as estimate on the return on investment;

3.4 Comparative SWOT Analysis, ranking and final recommendation

The contractor shall conduct a comparative SWOT analysis of both pilot projects and the different scenarios. The analysis shall provide a ranking of different investment options and determine the most viable and sustainable scenario recommended for piloting, matching impact investment interests with needs and opportunities.

The Contractor should bear in mind that not all weaknesses or threat are financial. There are in fact important non-financial gaps (i.e. inadequate business planning, gaps in organizational capacity, lack of capacity-building etc.), which if addressed, could help prepare some products or value chain links to be more investment-ready.

Task 4: Presentation of findings to MEBP, EEA and municipalities and final adjustments based on feedback received

Upon completion of the feasibility studies, the Contractor will conduct a presentation of the feasibility report to local public authorities, which are part of proposed municipal waste operator/s for biofuel production and supply along with MEBP and EEA team. Consequently, adjust the feasibility report based on comments and recommendations received from the working group.

Task 5: Develop technical specifications for the procurement of the required equipment

Based on the findings of feasibility report, the Contractor will develop the technical specifications for the equipment that will be procured by MEBP as part of co-funding/in-kind grant contribution. Along with the specifications the Contractor shall provide at least three sourcing options that match or exceed the respective equipment performance requirements.

Task 6: Step-by-step guide on creation and operation of municipal waste operators for biofuel production and supply

Following the launch of the pilot project, the contractor will provide advisory support in the establishing and running the municipal waste operator for biofuel production and supply. As a follow-up activity, based on lessons learnt, the Contractor will develop a step-by-step guide in creating and starting the operation of municipal waste operator for biofuel production and supply. This will include, but will not be limited to aspects like advising on the technologies to be applied, recommended equipment, biomass fuel and all other elements related to operation of municipal waste operator for biofuel production and supply. All recommendations will be in line with the National Waste Management Strategy of the Republic of Moldova (2013-2027) and "Law on solid waste".

The Guide shall be presented in the form of an illustrated brochure ready for printing. Printing shall be done by MEBP.

Task 7: Final assignment report

Presentation of final version of contract completion report with the final findings, conclusions and recommendations.

The outputs of the assignment shall include the following:

- ✓ Approved methodology of the study and table of contents (Romanian);
- ✓ Legal Framework summary report (Romanian);
- ✓ Two feasibility studies (Romanian);
- ✓ Comparative SWOT analysis and final feasibility report (Romanian);
- ✓ Technical specifications of the equipment to purchased (English);
- ✓ Step-by-step guidelines for creating and operationalizing the municipal waste operator for biofuel production and supply (Romanian);
- ✓ Final assignment report (English/Romanian).

C. TENTATIVE SCHEDULE:

A detailed methodology of conducting the study shall be presented to the municipalities and MEBP for comments and recommendations within 10 days from the commencement of the consultancy assignment.

All the deliverables shall be submitted within the timeframe shown in the table below:

Deliverables / milestones	Expected delivery date
Approved methodology, table of contents and working plan	1 week after contract signature
Legal framework summary report provided	2 weeks after contract signature
Feasibility assessment in Cimisia conducted	4 weeks after contract signature
Feasibility assessment in Rezina conducted	
Comparative SWOT Analysis, ranking and final recommendation provided	6 weeks after contract signature
Feasibility report presented and endorsed by the working group	
Technical specifications of the equipment required for establishing the municipal waste operator developed. Action plan of establishing IMC presented	1 week after endorsement of feasibility report
Step-by-step guide on creation and operation of municipal waste operators for biofuel production and supply	15 October 2017
Final assignment report submitted and approved	30 October 2017

D. INSTITUTIONAL ARRANGEMENTS:

The contractor will work under the direct supervision of the MEBP Project Manager. The contractor shall take overall responsibility on the quality and timeliness of the assessment process within its competency. The contractor is responsible for the compilation and editing of the draft material, presentation and the final product in both Romanian and English.

The MEBP Project Manager and, if needed, other project staff will provide the contractor with the necessary information and materials and/or will facilitate the communication with the relevant public authorities for obtaining the necessary information in order to ensure the successful completion of the assignment.

The presentation of the findings shall be conducted by the contractor in coordination with the MEBP. Any costs associated with the arranging the event (conference room, refreshments, etc.) shall be covered by MEBP.

- *Staffing*

The company shall indicate lead experts per areas of expertise. If the qualifications of certain expert correspond to the requirements of more than one area of expertise, than the expert can be proposed for that respective area, too. The number of planned man-days per expert/area of expertise need to be indicated in company's proposal. Failure to provide adequate expertise in all areas of expertise is considered grounds for disqualification. The Company will ensure that all other necessary staff and additional technical resources required for efficient finalization of the work will be provided (e.g., logistical support for organizing various meetings and conducting field work).

- *Timeliness and quality*

The contractor's performance shall be assessed based on timeliness and quality of services. The contractor shall be notified of any deviation from the agreed schedules and standards, pursuant to which it will be required to remediate its performance. In case no satisfactory remediation shall be obtained UNDP reserves the right to terminate the contract.

- *Language*

The feasibility study and the all the complementary documents shall be prepared in Romanian. The final and interim reports shall be submitted in Romanian and English.

- *Legal and other requirements*

The content of the requested documents shall conform to the pertaining relevant legislation in the country and the international best practices and models.

- *Methodology*

Interested bidders should provide information on the name of expert(s) per area of expertise and the total number of working-days for each expert allocated for each area of expertise. The Contractor will ensure that all other necessary staff and additional technical resources required for efficient finalization of the work will be provided (e.g., logistical support for organizing various meetings and conducting field work).

- *Additional costs*

The company should calculate the possible costs associated with the current assignment such as staffing, transportation, logistics, acquiring various maps, layouts and other relevant documents or information required for successful finalisation of all tasks. UNDP shall not accept any additional expenses which are not included in the company's financial offer.

- *Submission of data, reports and other material produced*

All primary data, reports, and other documentation produced during this assignment shall be made available to UNDP in appropriate electronic format (word, excel, PDF, etc.) depending on the nature of its content. All data acquired and products developed in the course of the assignment will be in the ownership of UNDP and cannot be used by the Contractor and its team without prior written permission.

- *Cooperation requirements*

The consulting team is expected to work closely with other experts and expert teams hired by UNDP on parallel/complementary activities.

- *Consultations process*

The responsibility for facilitating the consultation process for the purposes of completion of tasks outlined hereto will be primarily responsibility of the Contractor. The Contractor shall be responsible for: preparation of working material and agenda, ensuring participation of the key team members as required, communication/coordination with the invited stakeholders (if deemed necessary), preparation of minutes and etc.

- *Payment*

Payment for services shall be provided in two instalments as follows:

1. 80% of contract cost – upon approval of feasibility report and submission of technical specifications of equipment;

2. 20% of contract cost – upon submission and approval of final report;

E. QUALIFICATIONS REQUIREMENTS:

- ✓ Corporate experience:
 - At least 5 years of experience in developing business plans, feasibility studies, conducting surveys/market researches, value chains mapping;
 - Minimum 10 feasibility studies or investment planning projects developed in the past 3 years rendering an investment of at least 100,000 USD or equivalent;
- ✓ Economist, financial expert:
 - University degree in accounting, finance, business administration, law, economics other related fields
 - At least 7 years of working experience in public finance, accounting, data collection, analysis and research;
 - Minimum 4 previous assignments pertinent to the development of feasibility studies, economic modeling and investment planning projects with minimum 1 assignment in the area of waste management, energy or renewables;
- ✓ Technical expert No.1
 - University degree in engineering, architecture or other related fields
 - At least 7 years of experience in construction design, HVAC engineering, technical evaluation of projects and elaboration of tender documentation and technical specifications
 - Minimum 4 previous assignments pertinent to conducting technical feasibility studies, development of energy management solutions, automation projects yielding energy savings or comprehensive energy auditing;
- ✓ Technical expert No. 2 (the same functions may be assimilated by Expert No.1)
 - University degree in engineering, architecture or other related fields
 - Demonstrated hands-on experience in launching and/or managing a solid biofuel production business in Moldova
- ✓ Legal expert
 - Bachelor degree in Law;
 - Minimum 5 years of experience in jurisprudence, Law practicing, giving legal advice, drafting legal documents, and representing clients in legal negotiations and court proceedings

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁴

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁵)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ17/01438**:

TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Unit Price	Total Price per Item
1	Approved methodology, table of contents and working plan	1		
2	Legal framework summary report provided	1		
3	Feasibility assessment in Cimisia conducted	1		
4	Feasibility assessment in Rezina conducted	1		
5	Comparative SWOT Analysis, ranking and final recommendation provided	1		
6	Feasibility report presented and endorsed by the working group	1		
7	Technical specifications of the equipment required for establishing the municipal waste operator developed. Action plan of establishing IMC presented	1		
8	Step-by-step guide on creation and operation of municipal waste operators for biofuel production and supply	1		
9	Final assignment report submitted and approved	1		
	Total Prices of Services			

TABLE 2 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Maximum period for performance of all services			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

⁴ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]

General Terms and Conditions

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. OBLIGATIONS

The contractor shall neither seek nor accept instructions from any authority external to the United Nations Development Programme in connection with the performance of its services under this Contract. The contractor shall refrain from any action, which may adversely affect the United Nations Development Programme and shall fulfil its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations Development Programme. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations Development Programme or any abbreviation of the name of the United Nations in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations Development Programme.

3. TITLE RIGHTS

(a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided to the Organization by the contractor. At the request of the United Nations, the contractor shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of this Contract or when no longer needed by the contractor. Such equipment when returned to the United Nations, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

4. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

5. INDEMNIFICATION AND INSURANCE

The contractor shall indemnify, hold and save harmless and defend, at its own expense, the UN, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the contractor or his employees or sub-contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance.

The Contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the contractor.

6. TERMINATION

This Contract may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the contractor shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from the termination of the Contract by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations.

7. SETTLEMENT OF DISPUTES

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

8. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

9. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

10. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.