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REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 18 August 2020
	REFERENCE: RfQ20/02108

Dear Sir / Madam:

We kindly request you to submit your quotation for **Development of technical design and preliminary costs estimation for creating a new public street lighting system in Cahul municipality**, 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 **03 September 2020, 15:00 (Moldova local time)** via eTendering system to the address below:

<https://etendering.partneragencies.org>

Username: event.guest

Password: why2change

BU Code: MDA10 and Event ID 000006853

Once uploaded, Bidders that have accepted the invitation in the system will be notified via e-mail that changes have occurred. It is responsibility of the Bidder to view the respective changes and clarifications in the system.

Please Consult eTendering Resources for Bidders for additional information on bidding:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

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.

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

Exact Address of Delivery Location (identify all, if multiple)	Cahul municipality, Republic of Moldova
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> 200 calendar days from the issuance of Contract

Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Design Author's Supervision <input checked="" type="checkbox"/> Others: <i>the contractor is bind to remediate the objections and consider recommendations of the certified verifiers of technical design documentation and remediate mistakes identified during the author supervision stage, without changing contract price</i>
Deadline for the Submission of Quotation	<p>02 September 2020, 15:00 (Moldova local time)</p> <p>IMPORTANT NOTE: the time zone indicated in the Tendering system is New York Time zone.</p> <p>PLEASE NOTE:</p> <p>1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct proposal closing time is as indicated in the e-tendering portal and system will not accept any proposal after that time. It is the responsibility of the proposers to make sure proposals are submitted within this deadline. UNDP will not accept any proposal that is not submitted directly in the system.</p> <p>2. Try to submit your proposal a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist.</p>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian
Documents to be submitted	<input checked="" type="checkbox"/> Electronic submission of Proposal https://etendering.partneragencies.org Username: event.guest Password: why2change <p>Please note:</p> <p>1. <u><i>It is strongly recommended to create your username with two parts, your first name and last name separately by ".", similar to the one shown above.</i></u></p> <p>2. <u><i>You can participate in the proposal event only if you have registered in the system.</i></u></p> <input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;

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.

	<input checked="" type="checkbox"/> Company profile (short info up to 1 page); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate (or Decision of Registration) together with the Annex; <input checked="" type="checkbox"/> Detailed list with similar size and complexity projects undertaken within the past 5 years, including details of beneficiaries and their contact details; <input checked="" type="checkbox"/> As prove of similar experience must be submitted copies from the contract for services and acts/reports of technical design and estimates handled and accepted by the Client/Beneficiary; <input checked="" type="checkbox"/> Detailed technical description of the offered services; <input checked="" type="checkbox"/> List of qualified key personnel, together with CVs and their professional certificates/Licenses; <input checked="" type="checkbox"/> Statement of Satisfactory Performance from Top 3 Clients in terms of Contract Value during the past 3 years; <input checked="" type="checkbox"/> Income Statement and Balance Sheet for the past two years; <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"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Offeror shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ²	<input checked="" type="checkbox"/> in tranches, upon receipt and acceptance of deliverables set in Annex 1
Liquidated Damages	1% of contract value for week of delay, up to a maximum 5% deduction. Thereafter, the contract may be terminated.
Evaluation Criteria	<p><u>Minimum qualification criteria</u> <u>(failure to comply with these requirements will constitute a reason for disqualification)</u></p> <input checked="" type="checkbox"/> A legally registered entity; <input checked="" type="checkbox"/> Minimum 5-year experience and expertise in carrying out detailed design services; <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements (as announced in Annex 1) and lowest price ³ ;

² UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

³ 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><input checked="" type="checkbox"/> Minimum 2 (two) completed contracts for provision of Design services for street lighting works and preliminary costs estimation performed by the Proposer as main contractor in the past 5 years in the value not less than 80,000 US\$</p> <p>OR</p> <p>Many contracts of Design services for street lighting works and preliminary costs estimation performed by the Proposer as main contractor in a cumulative value of 160,000 US\$ performed by the Proposer as main contractor in the past 5 years.</p> <p><i>As prove of such experience may serve copy from the contract for services and act/report of technical design and estimates handled and accepted by the Client/Beneficiary.</i></p> <p><i>Detailed list with description of the services provided, contracts' values, beneficiaries and their contact details must be submitted as part of your submission package.</i></p> <p><input checked="" type="checkbox"/> Average turnover for the past three (3) years shall not be below 120,000 US\$ (in case of consortium applicable for lead company only);</p> <p><input checked="" type="checkbox"/> Sufficient human resources capability to qualitatively and timely execute the works – minimum key-personnel:</p> <ol style="list-style-type: none"> (1) One (1) certified Civil Engineer (2) One (1) certified Engineer in electrical networks incl. external electricity networks (3) One (1) certified Engineer in low voltage networks (4) One (1) certified Architect (5) One (1) certified Cost engineers/estimators <p><input checked="" type="checkbox"/> Delivery period not exceeding the dates indicated in the Annex 1</p> <p><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions.</p>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Services
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract if delivery/completion is delayed by 5 weeks
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements
Annexes to this RFQ	<p><input checked="" type="checkbox"/> Annex 1 - Technical Specifications and Requirements</p> <p><input checked="" type="checkbox"/> Annex 2 - Form for Submission of Quotation</p> <p><input checked="" type="checkbox"/> Annex 3 - General Terms and Conditions / Special Conditions</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>

<p>Contact Person for Inquiries (Written inquiries only)⁴</p>	<p>Liliana CATEROV, Procurement Coordinator, EU4Moldova e-mail: liliana.caterov@undp.org</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>
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Goods 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.

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 goods 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

⁴ 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.

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,

Corina Oprea

Corina OPREA,
Operations Manager

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

Development of technical design and preliminary costs estimation for creating a new public street lighting system in Cahul municipality

A. BACKGROUND

The “EU4Moldova: focal regions” Programme supports the strengthening of the economic, territorial and social cohesion in the Republic of Moldova through facilitating inclusive, sustainable and integrated local socio-economic growth and improving the standards of living of the citizens in two focal regions: Ungheni and Cahul municipalities and neighboring communities. The Programme will support the two regions by: making the governance more efficient – improving the quality of services and necessary infrastructure; fostering private sector – increasing investments, improving local economy and creating jobs; encouraging participatory democracy – involving citizens in the process of democratic governance and enhancing their capacities to claim their rights.

The Programme aims to achieve the following objectives: (i) To strengthen transparency, accountability of local public authorities and citizen participation in local governance processes in the focal regions; (ii) To improve citizens' access to quality public services and utilities in the focal regions; (iii) To create employment opportunities for men and women in the focal regions and improve the attractiveness of the focal regions for investors and entrepreneurs; (iv) To promote the smart specialization of the economy of the focal regions through the development of the clustering and value chain approach in key economic sectors.

The expected results of the Programme include: increased institutional capacities of the local public authorities for the implementation of locally-driven environmentally compliant socio-economic development strategy for integrated local growth and development; improved broader stakeholder (e.g. CSO, private sector) engagement in the planning and monitoring of the socio-economic development strategy; increased quality and availability of public services delivery, including in particular those targeting women; and increased performance of local public utilities; more favorable conditions for the attraction of investments, job creation and women and men's entrepreneurship, including social entrepreneurship; increased economic performance of the focal regions as a result of the development and functioning of clusters or specialized area in line with the smart economic specialization approach.

The partners of the Programme are: the EU Delegation to Moldova, UNICEF, Ministry of Agriculture, Regional Development and Environment, the State Chancellery, the Ministry of Finance, the Ministry of Economy and Infrastructure, central and local governmental authorities from the Ungheni and Cahul focal regions, civil society groups and organizations, private sector and business associations, Agency for Public Services, Agency for Electronic Governance, Regional Development Agencies for South and Center, Congress of Local Authorities from Moldova, The Organization for Small and Medium Enterprises Sector, citizen.

Citizens and communities from Ungheni and Cahul regions, Local Public Authorities, local civil society organizations will be the final beneficiaries of this Programme.

B. OBJECTIVE OF THE ASSIGNMENT:

The overall objective of the assignment is to provide professional services for developing, endorsing and approving the execution design – *Creating a new public street lighting system in Cahul municipality*, with emphasis on the development of complete technical design documentation and estimation of costs, as well as, elaboration of tender/construction documents, required for implementing the respective design. The design works will be carried out in 2 stages:

Stage 1 – Developing and approving the design sketch with participation of the Beneficiary, Investor, and chief architect from Cahul Mayoralty;

Stage 2 – Developing the execution design, which will cover all the compartments envisaged in the Standard NCM A. 07.02-2012 – “Procedure for developing, endorsing, approving and the framework-content of the design documentation for constructions”.

The contractor will develop the design documentation applying the most efficient technical solutions for proposed rehabilitation of public street lighting infrastructure, based on the technical characteristics and specifications for the new smart street lighting system and required scope of rehabilitation works.

The design services will also identify and provide the best opportunities/options for sustainable use, operation and functioning of the rehabilitated infrastructure, proposing modern environmentally friendly and sustainable materials, energy efficient equipment and technologies, according to the international standards in the fields.

C. DESIGN REQUIREMENTS:

The content of design documentation shall be set up in compliance with national building standard: NCM A.07.02-2012 – “Procedure for developing, endorsing, approving and the framework-content of the design documentation for constructions”.

The selected contractor will provide services for developing a clear and complete design including, but not limited to, the following:

1. **Statement of Works (SOW)** with narrative description of designed technological solutions, units of the main equipment and materials, technical systems, specification on how the capacity of street lighting system were estimated, references to normative acts and/or technical documents, results of calculations underlying the adopted solutions;
2. **Drawings:** Complete detailed construction drawings (graphic form) of all works in sufficient detail

for organizing the tender, contractual and construction purposes. All drawings shall be presented in electronic (PDF) format and on appropriate paper support. All drawings representing the adopted technical solutions (technical drawings, schemes, plans and other graphic documents) should be clear, sharp, and accurate. Symbols and abbreviations should be defined in a legend.

3. **Bill of quantities (BOQ):** concluded in line with the provisions set forth in NCM L 01.01-2012 "Rules for determining the value of construction sites" and CP L 01.01 – 2012 "Guidelines for concluding bill of quantities for construction-assembling works using the resources method". The BOQ shall contain the complete list of all items of work with adequate description for each item. The quantities for all work items should be based on actual take-off calculation and not based on estimates. All BOQs and estimates shall be presented in a spreadsheet format (Form no. 1, Form no. 3, Form no. 5 and Form no. 7). The cost estimates shall take into account all necessary labor and materials based on current prices available on the local market and manpower remuneration, which shall not be below the minimum required by the national legislation.

4. **Technical specifications:** complete and up to date, in accordance with current best practices. The general and particular Technical Specifications for all works, machinery and equipment shall be developed based on internationally accepted standards and sufficient for procurement, installation and construction works;

Attention! The following main technical requirements and specifications shall be taken into consideration for the power stations for electric cars' batteries:

1. input voltage depending on the power grid - 380V;
2. load capacity – 22kW (per station);
3. loading modality – Mod 3 (additional is encouraged);
4. type of connector – Type 2;
5. loading power – 32A;
6. frequency - 50Hz;
7. grounding - TT, TN-S, TN-C-S;
8. working temperature: minimum – 25°C, maximum +50°C;
9. protection level (class) - IP54/IP55 and IK10;
10. humidity rate – 5-95 without condenses;
11. security level – Type B;

configuration – identification of user; minimum 2 anti-vandal power outlets; assembling on the floor on a base; editable metallic carcass; ergonomic design; visible, simple, easy to understand instructions;

5. **Documentation** - all technical normative literature used in the design process and calculations performed during the design process for all civil works, assembling works, plan location, connections to existing utilities, structural, electrical works. The entire set of execution design documentation shall be elaborated in 5 copies, including 4 copies on paper.

Important: Documentation with detailed recommendations and measures for protection of environment will be also part of the execution design assignment.

***Important:** The documents, the Drawings and Specifications, shall be of sufficient detail to enable construction works to proceed without need for on-site instructions and selection of materials, construction assembly, layout or location of any element or feature.*

The designs should comply with the local legislation State building norms and regulations, standards and specifications, local building regulations and shall also ensure:

1. safe operation of recommended equipment, materials, and engineering systems;
2. smart street lighting system's performance requirements;
3. optimal energy efficiency measures of rehabilitated power supply systems;
4. cost efficiency in terms on construction, operation and maintenance;
5. compliance with health and safety requirements;
6. compliance with environmental protection requirements;

D. KEY TASKS AND EXPECTED OUTPUTS:

In accomplishing the assignment, the contractor commonly shall be responsible for undertaking all the necessary activities for delivering the complete execution design and tender documents for **the smart street lighting system in Cahul municipality**, including but not limited to, the following tasks:

1. to develop the work plan and to coordinate it with the Beneficiary and Investor;
2. to establish, together with the Beneficiary, the category and importance of the streets based on the General Urbanism Plan; to analyze the current condition of the public street lighting system by making visits on the site, performing the measurements, documenting with video/photo the lighting system on all the streets of Cahul city;
3. to determine the connection points and the technical solutions for getting connected to the distribution network of 0.4 kV;
4. to carry out the calculations for electricity consumption per each street separately, based on the category and importance of the street;
5. to obtain connection approvals for the poles under the record-keeping of the electricity provider;
6. to perform the topo-geodesy works for the electricity supply grids for the lighting system – estimated 120km; to determine the geographic coordinates of all the pillars for lighting fitting in Cahul city;
7. to perform the technical-economic study for locating 2 power stations for electric cars' batteries;
8. to develop execution design documentation according to NCM A.07.02-2012, including technical specifications for the suggested or similar equipment; to perform the photometric measurements with authorized personnel (lighting specialist) so as to verify the light-technical parameters obtained as a result of project implementation and compliance with the standards envisaged for the respective lighting classes, related to the sites for which the public street lighting system was implemented;
9. to envisage design documentation and BOQ development by zones of Cahul municipality with the possibility to implement them gradually;
10. the Contractor will measure the luminance and luminance uniformity before and after the investment is made, in compliance with the standard SM EN 13201-3; the measurements shall be carried out by specific personnel and equipment, certified by a laboratory with specific competences according to

the standard SM EN 17025, accredited to measure lighting devices' performance; the proof for this shall be provided in the bid by presenting the accreditation of the laboratory authorized for these measurements.

EU4Moldova: focal regions Engineers will assist the Contractor in arranging and coordinating site visits with the local public authorities and public institutions responsible for the implementation of projects.

Contractor shall properly coordinate the design and engineering process with the local planning authorities, community representatives and EU4Moldova Programme: focal regions. Contractor should obtain expertise clearance for design from all relevant authorities, when necessary.

Contractor should assist public facility owner in requesting and obtaining from the local authorities planning permits, if not obtained. Contractor should assist public facility owner to prepare all necessary supporting documentations to obtain construction permit from local planning authorities.

All the detailed design documentation shall be subject to mandatory control by the State Verification Department or Independent Authorized Verifiers. Design documentation shall undergo an additional examination carried out by experts in the area, when needed.

The design company assumes itself the responsibility to make the necessary technical changes and adjustments (appeared in the process of construction) to the project documentation. These changes and adjustments will be made within 5 working days upon the official request from the Engineer of the EU4Moldova Programme: focal regions.

Upon termination of construction and assembling works, the Contractor will participate in the activity of the Commission for works' acceptance and that of the Commission for final hand-over, and will issue an endorsement certifying the compliance of works with the provisions of the execution design.

E. DESIGN DOCUMENTATION DEVELOPMENT TIMEFRAME

The Contractor is expected to complete all investigations and present full execution design documentation, including all drawings, BOQs authorized by verifiers, tender launching documentation, etc. in maximum 180 days without "Verification of drawings and Bill of Quantities" item. The entire set of execution design documentation shall be submitted in maximum 200 days since the date of contract signature, including "Verification of drawings and Bill of Quantities" item.

F. DELIVERABLES

The Contractor is required to deliver the expected design documentation for "Creating a new public street lighting system in Cahul municipality" in accordance with the following deliverable items and established schedules:

Site: "Creating a new public street lighting system in Cahul municipality"

Item No.	Description/Specification of Services	Delivery Date
1.	<p>Stage 1 – Developing and approving the design sketch with participation of the Beneficiary, Investor, chief architect from Cahul Mayoralty, Local Action Groups.</p> <p>Composition of the design sketch</p> <ol style="list-style-type: none"> 1. Sketch – plan Sc 1:1000; 2. The concept of technical solutions for the smart street lighting system, 3. connection points of project street lighting branches to "Premier Energy", location of the power stations for electrical cars' batteries. 	20 calendar days from the date of contract signing
2.	<p>Stage 2 – Developing the execution design, which will contain all the compartments envisaged in the standard NCM A.07.02-2012 "Procedure for developing, endorsing, approving and the framework-content of the design documentation for constructions".</p> <p>Preliminary indicators:</p> <p>Overall length of street lighting nets – estimated 120 km; Materials and equipment – EU / National standards: Cable – modern CIP type; Street lighting lamps - LED lamps, type LEAF, Bridgelux or equivalent, with capacity – 23 – 200 W;</p>	180 calendar days from the date of contract signing
	The second stage will cover the following compartments	
A.	General Plan	90 calendar days from the date of contract signing
B.	Statement of works, including the technical specifications	120 calendar days from the date of contract signing
C.	Plans of measurements in the field	120 calendar days from the date of contract signing
D.	Execution design (including the network of low flows and power stations for electrical cars' batteries) – graphical part	150 calendar days from the date of contract signing
E.	Architectural solutions	150 calendar days from the date of contract signing
F.	Technological, automation solutions	150 calendar days from the date of contract signing
G.	Installations, machinery, networks, and systems	150 calendar days from the date of contract signing
H.	Construction organization design	160 calendar days from the date of contract signing
I.	Environment protection	160 calendar days from the date of contract signing
J.	Basic conditions on operation	160 calendar days from the date of contract signing
K.	The bill of quantities (BOQ), including the list completed for all items of work with detailed description for each item (F 7,3,5,1). All the documentation shall be developed in 4 copies.	180 calendar days from the date of contract signing
L.	Verification of the designs by independent Authorized / Licensed Experts;	200 calendar days from the date of contract signing

M.	Design Author's Supervision during the construction period;	N/A
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G. GENERAL ORGANIZATIONAL INFORMATION/REQUIREMENTS

The development of the design documentation is initiated based on the Concept Note and the meetings of the Local Action Groups (LAG), as well as, urbanistic certificate for design works.

Connection approvals/technical conditions for connection of newly designed facilities to existing utilities shall be obtained from respective institutions by the contractor, jointly with mayoralty and at the contractors' initiative.

The following special regional climate conditions and technical characteristics shall be taken into account in the design:

Climate raion - IV;

Snow loading - 800 Па/м²;

Wind speed - 36 m/s;

Seismicity level - 7-8 degrees;

Average air temperature - 17°C;

Heating season duration - 166 days;

Average air temperature during the heating season - +0,6°C;

Earth structure data – in accordance with geological surveys (by case);

Technical indicators:

1. The entire existing public street lighting system, as well as the system to be designed are located within the built-up areas of Cahul municipality and on its administrative territory – public area.
2. The infrastructure of the public street lighting system to be built based on the present investment shall be under the property of the Local Public Administration.
3. During the design process, smart lighting will be implemented for about 120 km of streets, which cover the entire municipality and the adjacent areas. The design of two power stations for electrical cars' batteries represents an option for possible development of this service in Cahul municipality.
4. Topographic works will be carried out during the design process for the main grids of electricity supply for the lighting system for a length of about 120 km, for the places to locate and connect the power stations for electrical cars' batteries. The geographical coordinated will be developed and determined for all the components of the smart lighting system in Cahul municipality, including:
 - Recording (passportising) the entire lighting system in GIS (Geographical Information System)
 - Positioning X and Y (.shp extension), in .dwg or .dwx
 - Geographical coordinates of flash points

Classification of streets and districts according to the lighting classes:

Type of road – (asphalt, concrete, gravel, etc.), width of the road, existence of pedestrian areas, their coverage, cross-walks;

Number of pillars, numbering of pillars, height of pillars, type of pillars, corbels and their condition

Withdrawing pillars, distancing pillars;

Height of the flash points, number of flash points, numbering of flash points, equipping the flash points;
Developing the execution design for rehabilitating and extending the street lighting system, which will cover, but will not refer only to:

Dismantling the existing lighting devices (including the existing corbels);

Assembling on the existing pillars (the ones that do not have LED lighting devices and those that have no lighting devices) the street lighting devices managed with tele-management system, IP 66, IK09 with LEDs, with the power set to meet the performance parameters, which are specific for the lighting class of the streets with parameters according to calculations, and of related elements (holders, clamps, supply cable);

Assembling the smart flash points;

Assembling the new street lighting devices of type IP 66, IK09 with LEDs and of the concrete or metal pillars with LES network;

Assembling a tele-management system;

Assembling 10 video cameras for metering the road traffic for the public lighting system;

Assembling two power stations for electrical cars' batteries;

Assembling lighting devices on metal pillars for crosswalks;

Performing deforestation works in green spaces according to the situation on the site.

Based on streets' classification, lighting-technical scenario will be developed in compliance with EN 13201.

The technical design will include additionally to the standard chapter, the compartment of documentation related to lighting devices. The documentation will serve as a confirmation of the fact that the used lighting devices are in line with the requirements which were specified and included in the technical design.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁵
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁶)

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. **RfQ20/02108**:

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

Item No.	Description/Specification of Services	Quantity	Latest Delivery Date	Unit Price (USD)	Total Price (USD)
	<u>Site - Cahul municipality</u>				
1.	<u>Design sketch</u>				
2.	General Plan	1			
3.	Statement of works, including the technical specifications	1			
4.	Execution design (including the network of low flows and power stations for electrical cars' batteries) – graphical part	1			
5.	Architectural solutions				
6.	Technological solutions, automation	1			
7.	Installations, machinery, networks, systems	1			
8.	Construction organization design	1			
9.	Environment protection	1			
10.	Operation manual	1			
11.	Geodesic study for about 120 km Plans of measurements in the field	120 km			
12.	The bill of quantities (BOQ), including the list completed for all items of work with detailed description for each item (F 7,3,5,1). All the documentation shall be developed in 4 copies. It should be envisaged the developing of the execution design documentation and BOQ by area of the municipality with the possibility to implement it gradually	1			
13.	Verification of the execution design by Authorized Experts	1			
14.	Design Author's Supervision;	1			
	TOTAL				
	Add : Other Charges (pls. specify)				
	TOTAL FINAL AND ALL-INCLUSIVE PRICE QUOTATION				

⁵ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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>
Delivery Lead Time			
Validity of Quotation			
Delivery timeframe as per the clause F of the Annex 1			
All Provisions of the UNDP General Terms and Conditions			

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. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.