

United Nations Development Programme



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REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 8 September 2020
	REFERENCE: RfQ-20/02120

Dear Sir / Madam:

We kindly request you to submit your quotation for **Development of energy audit, technical expertise, technical design and preliminary costs estimation related to implementation of energy efficiency measures in a multi apartment building**, 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 **16 September 2020, 16:00 (Moldova local time)** via etendering system to the address below:

<https://etendering.partneragencies.org>

Username: event.guest

Password: why2change

BU Code: MDA10 and Event ID0000007004

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)	Chisinau, Republic of Moldova
Latest Expected Delivery Date and Time (if delivery time exceeds	<input checked="" type="checkbox"/> 70 calendar days from the issuance of the Purchase Order (PO)

<i>this, quote may be rejected by UNDP)</i>	
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
Deadline for the Submission of Quotation	<p>16 September 2020, 16:00 (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	<p><input checked="" type="checkbox"/> Electronic submission of Proposal https://etendering.partneragencies.org Username: event.guest Password: whyzchange</p> <p>Please note:</p> <p>1. <u>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.</u></p> <p>2. <u>You can participate in the proposal event only if you have registered in the system.</u></p> <p><input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</p> <p><input checked="" type="checkbox"/> Company profile (short info up to 1 page);</p> <p><input checked="" type="checkbox"/> Copy of Company's Registration Certificate, (or Decision of Registration) together with the Annex;</p> <p><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;</p>

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"/> As a proof 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"/> List of qualified key personnel, together with CVs and their professional certificates/Licenses (copies) to be provided; <input checked="" type="checkbox"/> Statement of Satisfactory Performance from Top 3 Clients in terms of Contract Value during the past 5 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 Proposal 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 total contract amount for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria	<p>Minimum qualification criteria (failure to comply with these requirements will constitute a reason for disqualification)</p> <input checked="" type="checkbox"/> A legal registered entity <input checked="" type="checkbox"/> Minimum 7-year experience and expertise in carrying out detailed design services; <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ³ ; <input checked="" type="checkbox"/> Minimum 2 (two) completed contracts for provision of Design services including in Energy Efficiency works and preliminary costs estimation performed by the Proposer as main contractor in the past 5 years in the value not less than 50,000 US\$

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.

	<input checked="" type="checkbox"/> Sufficient human resources capability to qualitatively and timely execute the works – minimum key-personnel: <ol style="list-style-type: none"> 1. One (1) Certified Energy Auditor 2. One (1) certified Civil Engineer 3. One (1) certified Engineer in electrical networks incl. external electricity networks 4. One (1) certified Engineer in engineering networks, water, gas, thermal networks 5. One (1) certified Architect 6. One (1) certified Cost engineers/estimators <input checked="" type="checkbox"/> Copies of CVs and licenses to be provided; <input checked="" type="checkbox"/> Delivery period not exceeding the dates indicated in the Annex 1; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions.
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 ⁴	<input checked="" type="checkbox"/> Annex 1 – Technical Specifications and Requirements <input checked="" type="checkbox"/> Annex 2 – Form for Submission of Quotation <input checked="" type="checkbox"/> Annex 3 – General Terms and Conditions / Special Conditions Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ⁵	Simion BERZOI, Project Officer, Business Development, Moldova Sustainable Green Cities Project e-mail simion.berzoi@undp.org 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.

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.

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ 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.

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 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 energy audit, technical expertise, technical design and preliminary costs estimation related to implementation of energy efficiency measures in a multi apartment building

I. PROJECT BACKGROUND INFORMATION

The objective of the project is to catalyse investments in low carbon green urban development based on integrated urban planning approach, by encouraging innovation, participatory planning and partnerships between a variety of public and private sector entities.

The strategy of the project is to create, launch and support a new institutional mechanism called "Green City Lab" (GCL) as a vehicle for encouraging and supporting new innovative measures and approaches in addressing the urban development challenges and barriers.

Moldova Sustainable Green Cities Project (MSGCP) is targeting the residential sector, part of a broader integrated urban planning approach (IUPA) at a neighborhood level. It seeks to strengthen the role of the Home Owner Associations (HOAs) to manage their buildings and common property and to contribute to the development of their surroundings, while also supporting them to get their legal status as credit-worthy legal entities with the option to access affordable financing for the required energy efficiency (EE) investments.

The objective of the demo projects, within the MSGCP framework, is to contribute to the Green Cities project development objective and intended CO₂ reduction of the MSGCP project (200 ktons of CO₂eq. from direct GHG emission reductions). The EE demo projects aims to demonstrate the cost benefits of the energy efficiency refurbishment of a multi-storey residential building, by involving the Homeowners Associations to invest in low carbon infrastructure. The residential building will be selected based on a comprehensive legal and institutional assessment in the energy and building sectors.

Context:

Urban residential housing stock currently accounts for about 40% of the total residential floor area. Its energy consumption and climate-related impact is exacerbated due to considerable heat and electricity losses from the distribution grids and the buildings. As of 2013, close to 80% of all residential buildings in urban areas were connected to district heating (DH) with heat losses already in distribution estimated at 22% of the total heat supplied, which is well below the 5-10% losses registered in case of modern, well maintained, DH networks. There are around 6,900 multi-storey (multi-apartment) residential buildings in Moldova, out of which 70% are managed by the local government, 7-8% by condominium associations and 17-19% by cooperatives and homeowners' associations (HOA). Some 50-66% of the common properties of private housing stock has remained under the ownership of local authorities.

Nearly 50% of the multi-family multi-storey housing stock has been operated for more than forty (40) years without rehabilitation, hence the level of infrastructure degradation has reached the safety threshold. Moreover, above 70% of multi-family apartment buildings have very low energy performance (especially buildings built during 1950 -1980s): energy loss account for up to 50% of heat consumption. Currently, the residential sector of Moldova is the largest energy user with 40% share of the national energy consumption and around 70% of energy consumption related to heating. While the average Moldovan household spends 30-50% of its total budget on heating and

the country use of energy per unit of GDP is seven times higher than the EU27, the residential building sector has over 60% of energy saving potential that could be explored through good governance at national and local level. Clearly, without a good governance that promotes viable and functional condominium home-owners associations, energy efficiency measures in residential sector are difficult to be implemented.

Most energy savings are obtained when the solutions are applied to the entire building based on a common decision of apartment owners. For larger size projects lending facilities must be available in order to enable implementation of building level solutions. But here there are several barriers that knock-out this type of projects:

- Homeowners associations lack acceptable guarantees to commercial financial institutions.
- Commercial offer of financing capital is very high - 18-24% in national currency and 7-14% in EUR or USD. Effective rates are even higher due to various commissioning. Foreign currency lending is associated with the risk of high currency volatility that in some conditions may increase the costs of financial resources even higher than MDL lending.
- Lack of support options for owners that do not have any capacity to invest in EE retrofits.
- Commercial Banks do not recognize HOAs as creditworthy clients, as they do not possess assets that will be accepted by them as adequate collateral for extending loans. Mortgage is neither workable nor acceptable option for condominiums in the new EU member states and the same could be expected for Moldova as well.

The ongoing World Bank District Heating Efficiency Improvement Project is supporting the Government of Moldova on the district heating debt restructuring, while also providing technical assistance for corporate restructuring process of the newly integrated utility, Termoelectrica. In order to improve the operational efficiency and financial viability of the DH company and to improve the quality and reliability of heating services delivered to the population of Chisinau, the project has also invested in various supply side energy efficiency and retrofit measures such as (a) modernization of selected pumping stations to reduce electricity consumption and facilitate more efficient variable flow operation mode of the DH system; (b) rehabilitate selected segments of the distribution network; (c) replace old and inefficient central heat substations (CHS) with modern fully automated individual building level heat substations (IHS); and (d) reconnect about 40 disconnected public buildings to improve the usage of the DH system. Much of the technical assistance activities of the World Bank's and other donors' energy related activities have also been supported by the Swedish Government.

Legal context

- Law No. 139 (19.07.2018) on Energy Efficiency;
- Law No. 10 (26.02.2016) on promotion of Renewable Energy Sources;
- Law No. 128 (11.07.2014) regulating EE performance in buildings;
- Law No. 913 (30.03.2000) on condominium;
- Government Decision No. 896 (21.07.2016) including rules and norms for certification of energy performance in buildings;
- NCM A.07.02-2012 – "Procedure for developing, endorsing, approving and the framework-content of the design documentation for constructions"
- NCM L 01.01-2012 "Rules for determining the value of construction sites"
- CP L 01.01 – 2012 "Guidelines for concluding bill of quantities for construction-assembling works using the resources method"
- Government Decision No. 936 from 16.08.2006 - Technical expertise of the buildings
- Government Decision No.884 from 27.11.2012 – Energy Audit.

II. OBJECTIVE OF THE ASSIGNMENT

The overall objective of the assignment is to provide professional services for developing, endorsing and approving the execution design – Energy efficiency measure in a multiapartment residential building in Chisinau municipality, with emphasis on the development of energy audit, technical expertise of the building and 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 3 stages:

Stage 1 – Elaboration of energy audits as well as building technical expertise for 2 multiapartment residential buildings in Chisinau municipality.

Stage 2 – Based on data received from energy audits (energy consumption, energy savings, payback period of the investments), project team together with the selected contractor will identify the building where energy efficiency measures will be implemented.

Stage 3 – For the selected Building, to develop 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 energy efficiency measures in residential building, based on the technical characteristics and specifications for the new smart street lighting system and required scope of rehabilitation works.

Energy Audit and 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.

III. ENERGY AUDIT REQUIREMENTS

The content of energy audit reports (2 buildings) shall include the required observations on the building itself, heating installations, preparation of the hot water, electricity infrastructure and lightning systems. The results obtained based on the energy analysis of the buildings, heating installations and hot water supply installations, will serve to find the optimal technical solutions for rehabilitation, modernization of the construction elements and the installation systems.

Energy audit reports and technical expertise of the buildings will be performed for:

- Multiapartment residential complex of buildings series 143 (9+1 technical floors), with 10 entrances. The building is formed out of 5 individual blocks with two entrances each. The total area of the building is 26.930,70 sq. meters, the total volume 64.602,50 cubic meters. The building is connected to centralized heating system. There is no functional centralized hot water system.
- Multiapartment residential building (individual series), 7 floors with 3 entrances with 28 apartments. The total area of the building is 1835,8 sq meter. The building is connected to centralized heating system.

Energy audit will include the following activities:

- Inspection of the heat supply and domestic hot water supply installations, in order to identify the heat consumption reduction potential.
- Inspection of power supply network.

- Analysis and technical proposal related to thermal insulation of the building.
- Inspection of natural ventilation system.
- Inspection of discharge ventilation system.
- Performing unique thermo-technical measurements using portable devices (heat sink flow, flue gas composition, load of ventilation installations or heat exchangers)
- Performing unique thermo-technical measurements, using portable devices, microclimate parameters, temperature, pressure, humidity, air flow, gas concentration and electrotechnical measurements.

Technical expertise of the buildings will be performed based on Government Decision No. 936 from 16.08.2006 (<http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=317131>)

IV. 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, 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
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:** 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.

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

V. EXPECTED DELIVERABLES AND ESTIMATED TIMING

The Contractor is expected to complete all investigations and present full energy audit reports, technical expertise of the buildings, execution design documentation, including all drawings, BOQs authorized by verifiers, tender launching documentation, etc. in maximum 70 days without "Verification of drawings and Bill of Quantities" item. The entire set of execution design documentation shall be submitted in maximum 60 days since the date of contract signature, including "Verification of drawings and Bill of Quantities" item.

#	Deliverables	Estimated timing
1	<p>Stage 1 – Elaboration of energy audits as well as building technical expertise for 2 multiapartment residential buildings in Chisinau municipality</p> <p>Stage 2 – Based on data received from energy audits (energy consumption, energy savings, payback period of the investments), selected contractor will draft final report on the proposed building for financing.</p>	By October 30, 2020 20 days
2.	Stage 3 – Develop 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	By December 28, 2020 40 days
The Third stage will cover the following compartments		
A	General Plan	By November 6, 2020 5 days
B	Statement of works, including the technical specifications	By November 13, 2020 5 days
C	Plans of measurements in the field	
D	Execution design	By November 27, 2020 10 days
E	Architectural solutions	
F	Technological, automation solutions	
G	Installations, machinery, networks, and systems	
H	Construction organization design	By December 4, 2020 5 days
I	Environment protection	
J	Basic conditions on operation	

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.	By December 11, 2020 5 days
L	Verification of the designs by independent Authorized / Licensed Experts	By December 28, 2020 10 days

VI. INSTITUTIONAL ARRANGEMENT

The contractor will work under the guidance of the Project Manager. The contractor will report to the Project Manager and Cluster Lead, Energy and Environment, UNDP Moldova.

Payments will be disbursed in several instalments, upon submission and approval of deliverables mentioned in the Section "Deliverables and tentative framework" and certification by UNDP Policy Specialist that the services have been satisfactorily performed.

Language requirements

All communication and documentation, including catalogues, instructions and operating manuals, related to the assignment should be in Romanian. The documents will be presented in electronic format. The deliverables in electronic form should be submitted in a format that would enable beneficiaries to further edit and use these deliverables.

Confidentiality

- All data and information received from partners with the purpose of elaboration of energy audits as well as building technical expertise for 2 multiapartment residential buildings in Chisinau municipality shall not be disclosed to any person other than the Authorized Recipients, even after completion of the contract.
- All Confidential Information should be kept secret and not used for any purpose other than for the clauses mentioned in this document.

Timeframe

The expected period of implementation is from September 2020 to December 2020.

The applicant shall include information on the volume of allocated resources to carry out the assignment. A breakdown per man-days allocated for each deliverable shall be submitted, clearly explaining the role team members involved.

VII. QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

- A legally registered entity.
- Minimum 7 – year experience and expertise in carrying out detailed design services.
- Minimum 2 (two) completed contracts for provision of Design services including in Energy Efficiency works and preliminary costs estimation performed by the Proposer as main contractor in the past 5 years in the value not less than 50,000 US\$
- Average turnover for the past three (3) years shall not be below 75,000 US\$ (in case of consortium applicable for lead company only)
- Sufficient human resources capability to qualitatively and timely execute the works – minimum key-personnel.

Team members

1. **One (1) Certified Energy Auditor**
 - University degree in Energy, Engineering, or another related field.
 - At least 5 years of professional experience in energy audit.
 - Fluency in Romanian and Russian.

2. **One (1) certified Civil Engineer**
 - University degree in Civil Engineering or another related field.
 - At least 5 years of professional experience in civil engineering.
 - Fluency in Romanian and Russian.

3. **One (1) certified Engineer in electrical networks incl. external electricity networks**
 - University degree in Electrical Network, Engineering, or another related field.
 - At least 5 years of professional experience in Electrical Network, Engineering, or another related field.
 - Fluency in Romanian and Russian.

4. **One (1) certified Engineer in engineering networks, water, gas, thermal networks**
 - University degree in engineering networks, water, gas, thermal networks, or another related field.
 - At least 5 years of professional experience in engineering networks, water, gas, thermal networks.
 - Fluency in Romanian and Russian.

5. **One (1) certified Architect**
 - University degree in architecture, or another related field.
 - At least 5 years of professional experience in architecture.
 - Fluency in Romanian and Russian.

6. **One (1) certified Cost engineer/estimator**
 - University degree in engineering, or another related field.
 - At least 5 years of professional experience in engineering, cost estimates.
 - Fluency in Romanian and Russian.

During the assignment, the Contractor's team of experts should prove commitment to the core values of the United Nations, in particular, respecting differences of culture, gender, religion, ethnicity, nationality, language, age, HIV status, disability, and sexual orientation, or other status.

UNDP Moldova is committed to workforce diversity. Women, persons with disabilities, Roma and other ethnic or religious minorities, persons living with HIV, as well as refugees and other non-citizens legally entitled to work in the Republic of Moldova, are particularly encouraged to apply. Applicants demonstrating equitable gender representation and diversity within the team will have an advantage.

VIII. SCOPE OF PROPOSAL PRICE AND SCHEDULE OF PAYMENTS

The contract price is a fixed output-based price regardless of extension of its duration. All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an economy class ticket.

Payments will be made upon submission of deliverables and according to the following payment schedule:

Deliverable	Proportion of payment disbursed	Target date
Stage 1 – Elaboration of energy audits as well as building technical expertise for 2 multiapartment residential buildings in Chisinau municipality Stage 2 – Based on data received from energy audits (energy consumption, energy savings, payback period of the investments), selected contractor will draft final report on the proposed building for financing.	50 %	By October 30, 2020
Stage 3 – Develop 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 (including A-L compartments as per the requirements of clause V <i>Expected Deliverables and Estimated Timing of the Annex 1</i>)	50 %	By December 31 2020

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁶
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁷)

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-20/02120.

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	Stage 1 – Elaboration of energy audits as well as building technical expertise for 2 multiapartment residential buildings in Chisinau municipality	1			
2	Stage 2 – Draft of the final report on the proposed building for financing	1			
3	Stage 3 – Develop 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 (including A-L compartments as per the requirements of clause V <i>Expected Deliverables and Estimated Timing of the Annex 1</i>)	1			
	Total				
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

⁶ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁷ 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>
Validity of Quotation (90 days)			
Delivery timeframe as per the clause V. <i>Expected Deliverables and Estimated Timing</i> 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.