



Funded by the  
European Union

EU4Moldova: Local communities

2021/427-494

With funding from

**TEINDEX**  
= Austrian  
Development  
Cooperation

Reference No.: **LOCOMO-035 VET-DD**

## **S E R V I C E   C O N T R A C T**

### **For Consultant Services and Similar Intellectual Services**

Project Number: 2021/427-494; ADA project number: 6550-00/2022 EU4Moldova: Local communities (LOCOMO)

Concluded by and between the **Austrian Development Agency** represented by the Head of the Coordination Office for Technical Cooperation of the Austrian Embassy Chisinau EU Multi-Partner Contribution Agreement 2021/427-494, Project "EU4Moldova Local communities", having its address at MD-2009, Str. Alexei Mateevici nr. 23 A, Chişinău as contracting authority (hereinafter "ADA"),

and

**"TENDEX CONSULTING" SRL**, an enterprise with the legal form of limited liability company, registered in the register of companies in Republic of Moldova under number 115318, registered with business address at MD-2045, str. Miron Costin 25, of.103, Chisinau, Moldova, IDNO – 1019600027996, as contractor (hereinafter "Contractor").

#### **Article 1. Services to be performed**

- 1.1 ADA commissions and the Contractor accepts the order pursuant to the Terms of Reference (Section II of the Tender document) and the Last and Best Offer, both attached hereto.
- 1.2 The Contractor acknowledges that this service contract (hereinafter "Contract") is concluded in the framework of the project "2021/427-494; ADA project number: 6550-00/2022 EU4Moldova: Local communities (LOCOMO)" (co-)financed by the European Union (EU). In performing its tasks, the Contractor therefore shall take into consideration the relevant terms and conditions of the General Conditions to the European Union Multi-Partner Contribution Agreement 2021/427-494 (hereinafter "Contribution Agreement"), concluded between ADA and the EU and attached hereto.

1.3 All communications to ADA in connection with the Contract and any documents resulting from performance of this Contract shall be in English language. Where the language specified is not English and if so requested by ADA, they shall be accompanied by a translation or a summary in English, at ADA's choice.

## Article 2. Time schedule and place of performance

2.1 The agreed services shall be performed in accordance with the below time schedule. The contract is concluded with effect from the date of its award and shall run until 31 May 2024.

#	Deliverables	VET institution	Type	Time for completion
1	Final <b>Detailed Design #1</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.	Medical Veterinary and Agricultural Economy, Edinet, Bratuseni College	Roofs renovation	90 calendar days from the contract signature date
2	Final <b>Detailed Design #2</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.		Classroom renovation	90 calendar days from the contract signature date
			Shower rooms renovation	
			Walls renovation	
3	Final <b>Detailed Design #3</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.		Solar Photovoltaic (SPV) systems Installation	90 calendar days from the contract signature date
4	Final <b>Detailed Design #4</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.	Professional School from Edinet, Cupcini location	Roofs renovation	90 calendar days from the contract signature date
5	Final <b>Detailed Design #5</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.		Dormitory basement	90 calendar days from the contract signature date
			Repair of four moisturized walls	
6	Final <b>Detailed Design #6</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.		Solar Photovoltaic (SPV) systems Installation	90 calendar days from the contract signature date
7	Final <b>Detailed Design #7</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.	Professional School from Leova	Roofs renovation	90 calendar days from the contract signature date
8	Final <b>Detailed Design #8</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.		Solar Photovoltaic (SPV) systems Installation	90 calendar days from the contract signature date

The draft cost estimates shall be submitted latest 70 calendar days after the contract signature date.

ADA reserves the right to request the Designer to re-scale Solar Photovoltaic (SPV) array for the final version of the Detailed Design.

2.2 The place of performance shall be Republic of Moldova.

### Article 3. Compensation for the services rendered

3.1 The compensation for the services rendered (the remuneration) shall cover the entire work and all efforts made by the Contractor under this Contract, including the costs incurred thereby, such as office costs and cost of materials, costs for the required number of copies, travel expenses as well as costs for staff to be employed by the Contractor and to be used for carrying out the agreed tasks, including the resulting taxes and social security charges.

3.2 If the Contractor is liable to pay value added tax (VAT), the compensation for the services rendered (remuneration and reimbursement of expenses, if any) is increased by the amount of VAT paid by the Contractor to the tax authority, on the condition that the Contractor proves that such VAT is not recoverable by any means, and it is established that they are effectively borne by the Contractor. Expenses shall be reimbursed exclusive of VAT in case the Contractor is entitled to input tax deduction. The project is VAT exempted according to the Annex 1 of the GoM Decision no. 246 dated 08 April 2010. Project ID on Aid Management Platform (AMP) is 8721174017168.

3.3 The Contractor shall receive a fixed lump-sum of **EUR 61,204.00** (sixty-one thousand two hundred-four euros) including any applicable VAT as an all-inclusive sum for remuneration and expenses.

3.4 Payment schedule:

No.	Service	Institution	Description	Quantity	Unit Price,	Total Price,
					EUR, VAT 0%	EUR, VAT 0%
1	Final Detailed Design #1 and cost estimates.	Medical Veterinary and Agricultural Economy, Edinet, <b>Bratuseni</b> College	Roofs renovation	1	16,220.00	16,220.00
2	Final Detailed Design #2 and cost estimates.	Medical Veterinary and Agricultural Economy, Edinet, <b>Bratuseni</b> College	Classroom renovation Shower rooms renovation Walls renovation	1	5,200.00	5,200.00
3	Final Detailed Design #3 and cost estimates	Medical Veterinary and Agricultural Economy, Edinet, <b>Bratuseni</b> College	Solar Photovoltaic (SPV) systems Installation	1	3,800.00	3,800.00
4	Final Detailed Design #4 and cost estimates.	Professional School from Edinet, <b>Cupcini</b> location	Roofs renovation	1	10,984.00	10,984.00



ADA shall transfer the invoiced amount converted in MDL (Moldovan leu currency) based on the exchange rate of the National Bank of Moldova on the day of payment.

5.2 Acceptance of the final payment based on the final financial statement shall exclude subsequent claims unless a reservation to that effect is included in the financial statement or such a claim is raised within one month of receipt of the payment. Reasons for such reservation must be given in writing.

#### **Article 6. Subcontractors**

6.1 The Contractor may subcontract only upon ADA's prior written consent.

#### **Article 7. Social security contributions and taxes**

7.1 The Contractor shall be solely responsible for paying taxes on all compensation received in connection with the Contract.

7.2 The Contractor shall comply with the relevant provisions of the Agreements No. 29, 87, 94, 95, 98, 100, 105, 111 and 138 of the International Labour Organisation, BGBl. [Austrian Federal Law Gazette] No. 228/1950, No. 20/1952, No. 39/1954, No. 81/1958, No. 86/1961, No. 111/1973 and BGBl. III No. 200/2001, each in its currently applicable version.

7.3 The performance of the Contract must be carried out in such a way that the legal rules governing labour and social law in force at the place at which the services are to be performed are complied with. Where the Contract is to be performed in Austria, the Contractor hereby undertakes to comply with the relevant legal rules in Austria. These legal rules are available for inspection by interested bidders and applicants at the local branch of the statutory representatives of employers and employees with jurisdiction over performance of the Contract.

#### **Article 8. Documents, equipment**

8.1 ADA shall provide the Contractor with the following documents and/or equipment: N/A.

8.2 The Contractor undertakes to return such documents and/or equipment in a proper condition immediately after fulfilment of the Contract, in the case of early termination of the contractual relationship immediately after the date of termination.

8.3 With regards to equipment, vehicles and remaining major supplies that the Contractor purchased in performance of the Contract, the following shall apply: In accordance with Article 9 of the General Conditions to the Contribution Agreement, title to and possession of such equipment, vehicles and remaining supplies shall be transferred, free of charge

and as determined by ADA, to local authorities, local Co-Beneficiaries, local Grant Beneficiaries, Final Beneficiaries or ADA.

## **Article 9. Processing of personal data**

9.1 The Contractor acknowledges:

- a) to have taken note of the ADA Privacy Notice, <https://www.entwicklung.at/en/media-centre/privacy-notice> ("ADA Privacy Notice");
- b) that ADA may transfer personal data to the European Commission. Processing of personal data by the European Commission takes place pursuant to Regulation 2018/1725 (Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC Text with EEA relevance, OJ L 295, 21.11.2018, p.39.) and in accordance with the European Commission's privacy statement.

9.2 The Contractor shall:

- a) promptly bring the ADA Privacy Notice to the attention (or ensure it is brought to the attention) of all natural persons, whose personal data are directly or indirectly transferred or disclosed to ADA during initiation or performance of this Contract;
- b) ensure that personal data referred to in Section 9.2a) is transferred or disclosed to ADA in accordance with applicable data protection law;

9.3 The Contractor shall comply with applicable data protection law and ensure an appropriate protection of personal data. The Contractor shall

- a) process personal data lawfully, fairly and in a transparent manner;
- b) collect personal data only for specified, explicit and legitimate purposes;
- c) process personal data only as far as it is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- d) ensure that personal data processed is accurate and up-to-date;
- e) keep personal data in a form that permits identification of data subjects for no longer than is necessary for the purposes for which it is processed; and
- f) process personal data in a manner that ensures appropriate security of the personal data.

9.4 The Contractor acknowledges that transparency is an important guiding principle of ADA's work as the operational unit of Austrian Development Cooperation. The Contractor therefore acknowledges that ADA may publish, in particular on ADA's website, information about the Contract and documents created pursuant to this Contract (see section 12.2 of the ADA General Terms and Conditions).

#### **Article 10. Place of jurisdiction and applicable law**

10.1 Any disputes arising out of this Contract shall be referred to the competent Austrian court. Place of jurisdiction is 1010 Vienna.

10.2 Notwithstanding Section 10.1, ADA shall have the option to submit disputes or claims arising out of or in connection with this Contract, including disputes relating to its validity, breach, termination or nullity, to arbitration in accordance with the UNCITRAL Arbitration Rules valid at the effective date of this Contract. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration at The Hague. The number of arbitrators shall be one. The place of arbitration shall be Vienna and the language to be used in the arbitral proceedings shall be English. ADA may exercise this option also if litigation is brought against ADA in the court of law pursuant to Section 10.1, by objecting to the court's jurisdiction.

10.3 Disputes arising from or in connection with this Contract shall be governed exclusively by Austrian Law, under exclusion of any conflict of law rules or referrals to foreign law.

#### **Article 11. Supplementary provisions**

Not applicable

#### **Article 12. Final provisions**

12.1 Correspondence under this Contract shall be sent to:

**LOCOMO Water Management Expert**

To: [victor.gaina@ada.gv.at](mailto:victor.gaina@ada.gv.at)

Cc: [locomo@ada.gv.at](mailto:locomo@ada.gv.at);

[artur.profire@ada.gv.at](mailto:artur.profire@ada.gv.at)

Any change of the contact details must be communicated to the other party without delay.

- 12.2 This Contract constitutes the entire and only agreement between the parties regarding its subject matter and supersedes all other prior representations, agreements, and understandings between the parties. No modification of or amendment to this Contract shall be effective unless made in writing, including any renouncement of this formal requirement.
- 12.3 The waiver from time to time by a party of any of its rights or its failure to exercise any right or remedy shall not operate or be construed as a continuing waiver of same or of any other of such party's rights or remedies provided in this Contract. No waiver by a party of a particular provision, right or remedy shall be effective unless in writing and signed by that party.
- 12.4 ADA may at any time assign or otherwise transfer this Contract or any of the rights or obligations under this Contract to the EU, the European Commission or the Contracting Authority (as defined in the Contribution Agreement).
- 12.5 The Contractor is not permitted to dispose of claims arising from the Contract, whether by assignment, instruction or pledge; dispositions made in breach of this Section 12.5 shall not have any legal validity *vis-à-vis* ADA. Thus, no direct transfers to creditors of the Contractor may be made.
- 12.6 The EU, European Commission and Contracting Authority shall be third-party beneficiaries to this Contract and shall be entitled to directly enforce, and rely upon, any right conferred to them under this Contract.
- 12.7 All Annexes shall form integral parts of this Contract. In the case of any conflict, the Contract shall take precedence, followed by the ADA General Terms and Conditions, the Terms of References and the Binding offer in that order.
- 12.8 By signing this Contract, the Contractor confirms to have received all stated parts of the Contract and to have acknowledged the contents of the same. The Contractor furthermore represents to have taken note of the General Conditions to the Contribution Agreement and shall consider the terms and conditions set forth therein in performance of the Contract.
- 12.9 This Contract may be executed in counterparts, each of which, when signed, shall be deemed to be an original and all of which together shall constitute one and the same instrument. This Contract shall enter into force on the date when the second of the two parties signs.

<p><b>"TENDEX CONSULTING" SRL,</b> MD-2045, str. Miron Costin 25, of.103, Chisinau, IDNO – 1019600027996</p> <p>Administrator</p> <p><b>Chisnenco Radion</b></p> <p>DATE: _____</p>  	<p><b>Austrian Development Agency</b> represented by the Head of the Coordination Office for Technical Cooperation of the Austrian Embassy Chisinau EU project number: 2021/427-494; ADA project number: 6550-00/2022 "EU4Moldova Local communities"</p> <p>MD-2009, Str. Alexei Mateevici nr. 23 A, Chişinău E-mail: chisinau@ada.gv.at ; locomo@ada.gv.at Fiscal Code: 42370016 Bank details: SWIFT (BIC) CODE: MOBBMD22 IBAN MDL: MD70MO2251ASV88757087100</p> <p><b>Gunther Zimmer</b>, Counsellor &amp; Head of Coordination Office for Technical Cooperation, Austrian Embassy in the Republic of Moldova</p> <p><i>(Handwritten signature)</i> <b>Austrian Embassy</b> <b>Technical Cooperation</b></p> <p>DATE: <i>07/07/23</i> <i>(Handwritten signature)</i> <b>Artur Profire</b>, Team Leader of the LOCOMO-Project <b>Block B 23, Mateevici Str</b> <b>MD-2009 Chisinau</b> <b>Republic of Moldova</b></p> <p>DATE: <i>04.09.2023</i></p>
---	---

- Annex A: ADA General Terms and Conditions of Contract for Consultant Services and Similar Intellectual Services
- Annex B: Contract Data Protection Notice Direct Award
- Annex C: Binding offer dated July 27, 2023
- Annex D: General Conditions to the European Union Contribution Agreement
- Annex E: Confirmation Transmission of the Information Sheet Code of Conduct and Information Points
- Annex F: Information Sheet Code of Conduct and Information Points
- Annex G: Terms of References

Annex C: Binding offer dated July 27, 2023



**TENDEX CONSULTING SRL**  
 Adresa: MD-2068, mun.Chişinău, str.Miron Costin 25, of.103  
 Mob. 069486583; E-mail: tendexconsulting@gmail.com

## Financial Offer

**Title:** Detailed Design (DD) services for Small Scale Renovation works and for Solar Photovoltaic (SPV) systems installation in 3 VET institutions  
**ADA Contract Number:** Procurement no. 035-DD VET

No.	Service	Institution	Description	Quantity	Unit Price,	Total Price,
					EUR, VAT 0%	EUR, VAT 0%
1	Final Detailed Design #1 and cost estimates.	Medical Veterinary and Agricultural Economy, Edinet. <b>Bratuseni</b> College	Roofs renovation	1	16.220,00	16.220,00
2	Final Detailed Design #2 and cost estimates.	Medical Veterinary and Agricultural Economy, Edinet. <b>Bratuseni</b> College	Classroom renovation Shower rooms renovation Walls renovation	1	5.200,00	5.200,00
3	Final Detailed Design #3 and cost estimates.	Medical Veterinary and Agricultural Economy, Edinet. <b>Bratuseni</b> College	Solar Photovoltaic (SPV) systems installation	1	3.800,00	3.800,00
4	Final Detailed Design #4 and cost estimates.	Professional School from Edinet. <b>Cupcini</b> location	Roofs renovation	1	10.984,00	10.984,00
5	Final Detailed Design #5 and cost estimates.	Professional School from Edinet. <b>Cupcini</b> location	Dormitory basement & Repair of four moisturized walls	1	9.100,00	9.100,00
6	Final Detailed Design #6 and cost estimates.	Professional School from Edinet. <b>Cupcini</b> location	Solar Photovoltaic (SPV) systems installation	1	3.800,00	3.800,00
7	Final Detailed Design #7 and cost estimates.	Professional School from <b>Leova</b>	Roofs renovation	1	8.300,00	8.300,00
8	Final Detailed Design #8 and cost estimates.	Professional School from <b>Leova</b>	Solar Photovoltaic (SPV) systems installation	1	3.800,00	3.800,00
<b>TOTAL</b>						<b>61.204,00</b>

## 1. Terms of Reference

The subject of this assignment is to develop **Detailed Design** for 3 (three) VET institutions Small-Scale renovation works:

- Medical Veterinary and Agricultural Economy Bratuseni College, Edinet rayon
- Professional School from Cupcini, Edinet rayon
- Professional School from Leova town, Leova rayon

### RELEVANT DOCUMENTS

The selected Bidder shall get familiar with all documents related to the Project.

The documents include but are not limited to the following:

- EU Action Document "EU4Moldova: Local Communities".
- Environmental, Gender and Social Impact Assessment (EGSIA) (if applicable).

Any additional documents (if available) for design will be provided by respective Beneficiaries (upon request of the winning bidder).

### 1.1. Purpose and objectives of the assignment

The objective of the present procurement consists in developing of the **complete detailed design documentation for rehabilitation works and for Solar Photovoltaic (SPV) systems installation for 3 (three) VET institutions** located in the rayons of Leova and Edinet with required approvals and endorsement "Avize" from all relevant central/local authorities and operators.

The design services will identify and provide the best opportunities/options for sustainable use, operation and functioning of the rehabilitated infrastructure, proposing modern environmentally friendly and sustainable materials, equipment, technologies, according to the international construction standards (and legally allowed in Moldova).

List of the projects (with estimated scope of works):

VET institution	Rayon	Municipality	Design#	Type	Title	Estimated score of works
Medical Veterinary and Agricultural Economy Bratuseni College	Edinet	Bratuseni village	1	Roofs renovation	Full renovation of three roofs	Three roofs: - Canteen – appr. 660 m <sup>2</sup> and - Block A – appr. 740m <sup>2</sup> , - Dormitory – appr. 350 m <sup>2</sup> (see the annexed photos)
	Edinet	Bratuseni village	2	Classroom renovation	Classroom renovation for continuous education of adults	One classroom of 85m <sup>2</sup> in study block D
	Edinet	Bratuseni village		Shower rooms renovation	Shower rooms renovation in the dormitory	Eight shower rooms (one per floor) of appr. 4m <sup>2</sup> in the dormitory
	Edinet	Bratuseni village		Walls renovation	Repair of three moisturized walls	Three walls of the dormitory; appr. 756 m <sup>2</sup> , X 2 appr. 425 m <sup>2</sup>
	Edinet	Bratuseni village	3	Solar Photovoltaic (SPV) systems supply and installation	Rooftop / ground mount SPV installation	SPV – 50-100 KW depending on the available area for installation
Professional School from Cupcini	Edinet	Cupcini village	4	Roofs renovation	Two roofs	Two sloped wooden ridge roofs - Dormitory – appr. 330 m <sup>2</sup>

						- Canteen - appr. 450 m2
	Edinet	Cupcini village	5	Dormitory basement	Dormitory basement renovation	Dormitory basement 330m2
	Edinet	Cupcini village		Walls renovation	Repair of four moisturized walls	Four walls of the dormitory: appr. 656 m2, X 2 appr. 425 m2 X 2
	Edinet	Cupcini village	6	Solar Photovoltaic (SPV) systems supply and installation	Rooftop / ground mounted SPV installation	SPV – 50-100 KW depending on the available area for installation
Professional School from Leova	Leova	Leova town	7	Full roofs renovation	One roof	One flat roof - study block3 – appr. 922 m2
	Leova	Leova town	8	Solar Photovoltaic (SPV) systems Installation	Rooftop / ground mounted SPV installation	SPV – 50-100 KW depending on the available area for installation

## 1.2. Scope of the assignment

The **assignment** consists of:

- TASK 1: Immediately after signing the Contract the winning company will be invited to a kick-off meeting and ADA representative joint on-site consultations in all 3 (three) locations and development of concepts of roof renovation, civil works and photovoltaic systems supply and installation and coordinate them with the VET schools.
- TASK 2: Support the institutions in obtaining all required design approvals "Avize" etc. (where applicable) from local and central (if needed) authorities and operators, Premier Energy/ANRE/Environmental Agency etc.
- TASK 3: Submission of complete (approved) detailed design verified by relevant authorities according to the Moldovan law.

## 1.3. Deliverables requirements and timeline

### A. DESIGN REQUIREMENTS:

The content of design documentation shall be set up in correspondence with national building codes and relevant Moldovan standards, according to Annex 7 but not limited to (depending on Moldovan design and construction norms).

Detailed design documentation shall comprise (but not limited to):

- Drawings and Statement of Works (SOW) (CAD and PDF).
- BoQ (detailed cost estimation and tender forms) in **Excel** and WinSmeta/Devize-online/Devize.md formats.
- Materials and equipment full specifications (in Excel and/or Word).
- Approvals from all relevant authorities ("Aviz Sanitar, Aviz Ecologic, Aviz Anti-incendiar, Aviz de racordare Premier Energy if required).
- All other relevant documents.

- **Technical expertise of the Detailed Designs and Bill of Quantities by independent Authorized / Licensed Experts or State Service for Verification and Expertise of Projects and Constructions.**

Author's Supervision of the Design during the construction period (the local **Author Design Supervision shall be included in the cost** of this assignment without any further claim from the local or international designers).

## **B. DESIGN STRUCTURE**

1. **Statement of Works (SOW)** with narrative description of designed technological solutions, units of the main equipment and materials, technical systems/utilities and specification.
  - *Important: The drawings should be entirely presented (in English and Romanian).*
  -
2. **Drawings:** Complete detailed construction drawings of all works in sufficient detail for tendering, contractual and construction purposes (including the topographic surveys if required for the detailed design). All drawings shall be presented in electronic (**CAD and PDF**) format and on appropriate paper support. All drawings should be clear, sharp, and accurate. Symbols and abbreviations should be defined in a legend. Isometric drawings for the internal heating, water supply and sewerage systems will be also part of the design assignment.
  - *Important: The drawings should be entirely presented (in English and Romanian).*
  -
3. **Bill of quantities (BOQ):** Complete for 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 shall be presented in a spreadsheet format, **MS Excel**;
  - *Important: The BoQs – **Form 1 should be entirely presented in English and Romanian, in Excel** (with proper data formatting) and additionally Romanian version of the forms: Form 7, Form 5, and Form 3 (according to "Deviz on-line, devize.md" or "WinSmeta").*
4. **Specifications:** Comprehensive and up to date, in accordance with current best practices, general and Technical Specifications for all works and equipment based on internationally accepted standards and sufficient for procurement, installation and construction works.
  - *Important: The Specifications should be entirely presented (in English and Romanian).*
5. **Documentation** of all design literature and design calculations for all civil, planning, connections to utilities, structural, electrical, automation and mechanical works. All set of Design documentation shall be elaborated in 4 copies, including 3 copies on paper.
  - *Important: Documentation with detailed recommendations and measures for protection of environment will be also part of the design assignment.*
  -
6. **Cost estimations:** comprehensive estimation of involved costs (in **MS Excel** format) considering 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 Moldovan Legislation.
  - *Important: The cost estimates should be entirely presented per each design project (in English and Romanian).*
  -

7. **All design permits/approvals** (Avize/Certificate de Urbanisms etc.) and verification documents ("Avize de verificare") etc.
  -
8. **Estimated work plan**
  - Estimated Work (implementation) plan (duration) for construction for all 8 designs.
  - 
  - 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. reliable and safe operation of recommended equipment, materials, and engineering systems.
    2. electrical, drainage and civil performance requirements.
    3. optimal energy efficiency measures of rehabilitated facilities and systems.
    4. **cost and energy efficiency** in terms on construction, operation, and maintenance.
    5. compliance with health and safety requirements.
    6. compliance with environmental protection requirements.
9. During elaboration of the **Photovoltaic System Designs** should be taken in to account the following criteria's:
  - Full designs of the solar PV system according to applicable local and international standards. The plant has to be also aesthetically pleasing;
  - Perform necessary analysis and estimate annual power generation;
  - Ensure the roof area or other installation site is capable of handling the desired system size;
  - Locate the array to minimize shading from foliage, vent pipes, and adjacent structures;
  - Design the system in compliance with all applicable building and electrical codes;
  - Design the system with a minimum of electrical losses due to wiring, fuses, switches, and inverters;
  - Ensure the design meets local utility interconnection requirements
  - PV modules, inverter(s), mounting structure, cabling, mounting hardware, grid connection works. PV modules must meet the **Tier-1 standard**.
  - Inverters must meet the requirements of the standard **EN 61547 / EN 61000-4-2, -3, -4, -5, -6, -8, -11; EN 55015: 2014** Electromagnetic compatibility
  - All installations shall be designed to facilitate **safe** inspection, cleaning and maintenance and to ensure continued operation under conditions at the roof or on ground.
  - Submission of preliminary and final design documentation, including the string design and wiring.
  - Obtaining the necessary permissions (**Aviz de racordare**), connections from the competent institutions in the specific field (Premier Energy, RED-Nord, ANRE etc.).
10. **Legal context**
  - Law no. 163 (09.07.2010) on the authorisation of construction works (privind autorizarea executării lucrărilor de construcție);
  - 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;

- 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.

### Deliverables Schedule

#	Deliverables	VET institution	Type	Time for completion (from the contract signature date)
1	Final <b>Detailed Design #1</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.	Medical Veterinary and Agricultural Economy, Edinet, Bratuseni College	Roofs renovation	90 calendar days from the contract signature date
2	Final <b>Detailed Design #2</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.		Classroom renovation	90 calendar days from the contract signature date
			Shower rooms renovation	
			Walls renovation	
3	Final <b>Detailed Design #3</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.	Solar Photovoltaic (SPV) systems Installation	90 calendar days from the contract signature date	
4	Final <b>Detailed Design #4</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.	Professional School from Edinet, Cupcini location	Roofs renovation	90 calendar days from the contract signature date
5	Final <b>Detailed Design #5</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.		Dormitory basement	90 calendar days from the contract signature date
			Repair of four moisturized walls	
6	Final <b>Detailed Design #6</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.		Solar Photovoltaic (SPV) systems Installation	90 calendar days from the contract signature date
7	Final <b>Detailed Design #7</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.	Professional School from Leova	Roof renovation	90 calendar days from the contract signature date
8	Final <b>Detailed Design #8</b> (approved by all relevant authorities) and <b>cost estimates</b> per type.		Solar Photovoltaic (SPV) systems Installation	90 calendar days from the contract signature date

#### IMPORTANT:

- A. The draft cost estimates shall be submitted latest 70 calendar days after the contract signature date.

- B. ADA reserves the right to request the Designer to re-scale Solar Photovoltaic (SPV) array for the final Detailed Design.

#### **1.4. Management and coordination**

---

**Contracting Authority:** ADA

The internal management is up to the contracting party.

The main contact person for the assignment deliverables will be Victor Gaina (LOCOMO Water Management Expert) [victor.gaina@ada.gv.at](mailto:victor.gaina@ada.gv.at) and Veronica Midari (VET Expert) [veronica.midari@ada.gv.at](mailto:veronica.midari@ada.gv.at) and for the contract Artur Profire (LOCOMO Team Leader) [artur.profire@ada.gv.at](mailto:artur.profire@ada.gv.at).

All questions must be addressed only to [leonid.mazilu@ada.gv.at](mailto:leonid.mazilu@ada.gv.at) (LOCOMO Procurement and Project Officer).

The bidder shall submit the deliverables and invoices to: [artur.profire@ada.gv.at](mailto:artur.profire@ada.gv.at) with cc to [locomo@ada.gv.at](mailto:locomo@ada.gv.at) and [victor.gaina@ada.gv.at](mailto:victor.gaina@ada.gv.at) and [leonid.mazilu@ada.gv.at](mailto:leonid.mazilu@ada.gv.at) and [ana.pascari@ada.gv.at](mailto:ana.pascari@ada.gv.at).

##### **1.4.1. Duration and Location**

---

**Duty station:** Chisinau, rayons of Straseni, Edinet and Leova, Moldova and home office

**Duration of the assignment:** 90 calendar days for the Detailed Design delivery

### Act de primire-predare nr. 2212.2/23 din 22.12.2023

"Ambasada Republicii Austria în Republica Moldova", IDNO 42370016  
cu sediul în Republica Moldova, mun. Chişinău, str. A.Mateevici 23A  
(în continuare "Beneficiar"), pe de o parte,

şi

„TENDEX Consulting SRL”, IDNO: 1019600027996  
cu sediul în Republica Moldova, MD-2060, mun. Chişinău, str. M. Costin 25,  
of. 103,  
care activează în baza statutului (în continuare "Prestator"),

care sunt numite în continuare "Părţi", au încheiat prezentul Act referitor la **Contractul nr. 035 din 11.09.2023** privind achiziţionarea Serviciilor de proiectare Conform Project Number: 2021/427-494, EU4Moldova: Local communities (LOCOMO)


	Denumirea Bunurilor/Serviciilor	Cantitatea	Suma, (lei) TVA 0%
1.	Documentația de proiect pentru "Renovarea acoperişurilor și instalarea panourilor fotovoltaice cu termoizolarea fațadelor, renovarea unor încăperi la imobilele din cadrul IP Colegiul de Medicină Veterinară și Economie Agrară, situat în r-nul Edineț, com. Brătușeni" (rom-eng)	1 set	1 179 388,84
2.	Documentația de proiect pentru "Reconstrucția acoperișului și instalarea panourilor fotovoltaice la blocul de studii nr. 3 al Școlii Profesionale din or. Leova" (rom-eng)	1 set	
3.	Documentația de proiect pentru "Renovarea acoperișului la căminul IP Școala profesională or. Cupcini, termoizolarea fațadei și instalarea panourilor fotovoltaice, din r-ul Edineț, or. Cupcini, str. Chişinău, nr.5" (rom-eng)	1 set	
	<b>TOTAL</b>		<b>1 179 388,84</b>

Beneficiarul nu are pretenții față de serviciul prestat de către Prestator, fapt confirmat prin semnătura acestuia.

În confirmare, prezenta anexă a fost semnată în modul corespunzător de către părți:

**Beneficiar:**  
"Ambasada Republicii Austria în Republica Moldova",  
Austrian Embassy  
Technical Cooperation  
EU-Moldova Local communities ADA PMT  
Coordination Office for Technical Cooperation  
of the Austrian Embassy, Chisinau  
Ștefan cel Mare și Sfânti 73/1  
2001 Chişinău  
Cod fiscal: 1019600027996  
Banca: BC MOBIASBANCA OTP GROUP S.A.  
Cod banca: MOBBMD22  
Cont bancar: MD50MO2224ASV45854557100

Semnătura  LS

**Prestator:**  
TENDEX Consulting SRL  
Semnătura  LS



Letter no. **037**  
Date: **25 January 2024**  
RE: **Letter of recommendation**

---

Project/Contract: EU-ADA-GIZ Multi-Partner Contribution Agreement 2021/427-494.  
"EU4Moldova: Local Communities": Output 2 and Output 3/VET  
Contract no: 035 of September 11, 2023

---

From: Coordination Office for Technical Cooperation of the Austrian Embassy  
To: Tendex Consulting LLC

---

**Dear Madame/Sir,**

I am writing to wholeheartedly recommend Tendex Consulting LLC for its valuable contributions and expertise in the activity of design, engineering and technical consultancy. During its engagement with ADA as part of the "EU4Moldova: Local Communities" project between September and December 2023, the Tendex Consulting team played a professional role in the development of project documentation and estimates at 3 professional education institutions: College of Medicine Veterinary and Agrarian Economy from Brătușeni commune, Edineț district; Vocational school from Cupcini, Edineț district and Vocational school from Leova city.

During the collaboration, the Tendex Consulting team showed responsibility, the projects being carried out at the highest level and within the established terms in compliance with all construction norms. The team showed responsiveness to any additional requests, suggesting solutions to various aspects that came up along the way. We had open communication, with feasible suggestions for improvement and optimal adjustment of the intervened aspects.

One of the qualities of working with the Tendex Consulting team was the proactive approach to solving problems and the commitment to ensure that the proposed technical solutions to align with the requirements of each individual institution. The team's attention to detail, analytical skills and creative thinking contributed to the successful execution of the project.

Based on their performance, we have no hesitation in recommending Tendex Consulting with full confidence for any related design, engineering and technical consulting activities.

**Artur Profire,**  
Team Leader

Project: "EU4Moldova: Local Communities" Output 2 and Output 3/VET