

REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 30 December 2016
	REFERENCE: RfQ-16/01420

Dear Sir / Madam:

We kindly request you to submit your quotation for "**Detailed design and costs estimation for construction of sewerage network**", 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 **18 January 2017, 16:30 (Moldova local time)** and via e-mail or courier mail to the address below:

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

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note "**RfQ-16/01420**".

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

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

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

Exact Address of Delivery Location (identify all, if multiple)	Le Roi International Business Center, office 403, 29 Sfatul Tarii Street, Chisinau, Moldova
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> As per Delivery Schedule described in the Annex 1
Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Moldovan Lei
Value Added Tax on Price Quotation ²	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	18 January 2017, 16:30 (Moldova local time)
All documentations, including catalogs, instructions and	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian/Russian

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

² This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

operating manuals, shall be in this language	
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Company profile (short info up to 1 page); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate together with the Annex; <input checked="" type="checkbox"/> Technical description of the offered goods; <input checked="" type="checkbox"/> List of qualified key personnel, together with CVs and professional certificates/Licenses for HVAC (Heat Ventilation and Air Conditioning) engineer, Civil Engineer, Architect, Electrical engineer, Cost engineers/estimators (quantity surveyors) <input checked="" type="checkbox"/> List of minimum 5 (five) completed /or on going contracts of similar nature and complexity performed by the Proposer as main contractor for the past 5 years; <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value during the past 5 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	<input checked="" type="checkbox"/> 100% upon complete delivery of goods/services, according to the delivery timeframe
Liquidated Damages	0.1% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria	<u>Minimum qualification criteria</u> <u>(failure to comply with these requirements will constitute a reason for disqualification)</u> <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ³ ; <input checked="" type="checkbox"/> Minimum 5-year experience and expertise in carrying out detailed design services; <input checked="" type="checkbox"/> Availability of registration documentation; <input checked="" type="checkbox"/> List of qualified key personnel, together with CVs and professional certificates/Licenses for HVAC engineer, Civil Engineer, Architect, Electrical engineer, Cost engineers/estimators (quantity surveyors) <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Delivery period not to exceed the dates indicated in the Annex 1;
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Provision of services

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"/> Written Acceptance of Services based on full compliance with RFQ requirements
Annexes to this RFQ ⁴	<input checked="" type="checkbox"/> Technical Specifications and Requirements (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).
Contact Person for Inquiries (Written inquiries only) ⁵	Leonid Mazilu, Procurement and Contracts Associate, SARD UNDP Moldova; e-mail: Leonid.mazilu@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.

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.

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.

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.

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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,



Stefan Liller,
Deputy Resident Representative

Technical Specifications and Requirements

Provision of professional design services and costs estimation for the construction of a new sewerage network, modern wastewater treatment plant, and connection to the new sewerage system of a group of community public facilities

A. Background

Within the Support to Agriculture and Rural Development Programme,⁴¹ mayoralities of ATU Gagauzia and Taraclia district will undergo a community participatory capacity development process aiming to enhance good governance and local public management in line with rural development priorities. Technical assistance and capacity development support will be provided to local communities to develop and implement local development strategies, with specific focus on agriculture and rural development challenges. The action will facilitate the establishment and functioning of local partnerships with the participation of community groups, district and community administration, NGOs, and other local level stakeholders.

The action will further focus on effective implementation of local development strategies (including their update or development where missing) and their link to regional development policies and ARDS. Particular emphasis will be placed on local public services and infrastructure development, and use of other national funds (including regional development fund, environment fund, energy efficiency fund etc.). Technical assistance will be provided to improve service provision in the areas of LPAs competence like communal services, health, social protection, education, and others. Further on, based on competitive selection process, technical assistance and support will be provided to improve local service provision and upgrade basic infrastructure in 20 municipalities in Gagauzia and Taraclia districts, enhancing cooperation across the targeted districts, in line with local development strategies for enhanced rural development.

B. Objective of the assignment:

The overall objective of the assignment is to provide professional engineering/design work with emphasis on the development of complete design documentation and estimation of costs, as well as, elaboration of tender/construction documents, required for construction of a new sewerage network, modern wastewater treatment plant, and connection to the system of community kindergarten, gymnasium, family doctor's office, milk collection point, etc. in the village Budai, district Taraclia.

The design documentation will include, as well, development of the most efficient technical solutions for complete rehabilitation of existing spaces/sanitary rooms in the kindergarten, gymnasium and medical point, for improving internal sanitary conditions of children and community public service beneficiaries. The contractor will develop the design documentation applying the same technical concept, but adjusted individually to each of the sites, based on the technical specifications of each institution.

The design services will also include identification and provision of opportunities for a group of neighbor individual houses to connect in the future to newly built sewerage network, on their own resources. The parameters of wastewater treatment plant shall provide for these opportunities.

The wastewater treatment plant, sewerage network and internal sanitary systems shall include materials, equipment, pipes and fittings according to the international standards in the field.

C. Design requirements:

The selected contractor will render its services for development of clear and complete designs including the following:

1. **Statement of Works (SOW)** with narrative descriptions of the equipment, materials and systems, specification on how the capacity of the wastewater treatment plant and sewerage collectors was estimated;
2. **Drawings:** Complete detailed construction drawings of all works in sufficient detail for tendering, contractual and construction purposes. All drawings shall be presented in electronic (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 sewerage systems will be also part of the design assignment.
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, preferably MS Excel;

Important: The BoQs should be entirely presented (either in Romanian or in Russian), in the following formats: Form 7, Form 5, Form 3 (according to WinSmeta). Please note that, Form 7 should be submitted in Excel.

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

5. **Documentation** of all design literature and design calculations for all civil, structural, electrical, automation and mechanical works. All set of Design documentation shall be elaborated in 4 copies, including 3 copies on paper. *Documentation with concrete recommendations and measures for protection of environment will be also part of the design assignment.*

6. **Cost estimations:** comprehensive estimation of involved costs taking into account all necessary labor and materials based on current prices available on the local market and manpower remuneration, which shall be not below the minimum required by the National Legislation.

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

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

1. reliable and safe operation of equipment, materials and systems;
2. wastewater treatment system's performance requirements;
3. optimal energy efficiency of operation;
4. cost efficiency in terms on construction, operation and maintenance;
5. compliance with occupational health and safety requirements;
6. compliance with environmental protection requirements;

D. Key tasks and expected outputs:

In accomplishing the assignment, the contractor shall be responsible for undertaking all the necessary activities for turning out complete designs and tender documents for construction and putting into operation the sanitation and wastewater treatment systems, including, but not limited to, the following:

1. Geological site investigation and recommendations, which are needed for a new sewerage network and wastewater treatment plant and for connection with all utilities;
2. Geotechnical measurements of all utilities servicing the site and which are necessary of new sewerage network and wastewater treatment plant;
3. Hydrogeological calculations of the area, where wastewater treatment (WWT) plant will be placed;
4. Inspection of premises in order to determine proper location of the sanitary equipment;
5. Provision of expertise of the building (if necessary);
6. Project site general plan, structural design and engineering of the sanitation and wastewater treatment systems, incl. power and water supply, automation and control;
7. Evaluate and update the technical conditions for the connection to the water and electricity grid;
8. Electrical design for all electrical equipment incl. low voltage system design, earth/ground connection system, lightning protection;
9. Obtain city planning permit;
10. Obtain health and sanitary, and environmental permits;
11. Provision of project author supervision;
12. Development of bill of quantities and preliminary cost estimates;
13. Participate in the preliminary and final commissioning committee.

EU/SARD Engineers will assist the Contractor in arranging and coordinating site visits with the local public authorities and public institutions responsible for the implementation of SARD SIP projects.

Contractor shall properly coordinate the design and engineering process with the local planning authorities, community representatives and SARD. Contractor should obtain expertise clearance for design from all relevant authorities, if necessary.

Contractor should assist building owner in requesting and obtaining from the local authorities planning certificate(s), if not obtained. Contractor should assist building owner to prepare all necessary required supporting documentations to obtain construction permit from local planning authority.

All the construction design documentation shall be subject to mandatory control by the state authorized Verifiers. Design documentation shall undergo an examination (by experts), when needed.

The design company assumes the responsibility to make the necessary technical adjustments (appeared in the process of construction) to the project documentation. These adjustments will be made within three working days upon the official request from the Project's Engineer.

Upon termination of Construction Works, the Contractor will participate in the works hand-over activities and will endorse an author confirmation certifying the compliance of Works to the design.

E. Implementation timeframe

The Contractor is expected to complete all investigations and present full design documentation, including complete drawings, BOQs authorized by verifiers, tender launching documentation, etc. in maximum 60 days without expertise by the verification department and maximum 90 days including expertise (if required) by the verification department, from the contract signature date.

G. Deliverables

Item No.	Description/Specification of Services	Delivery Date
1.	Detailed Design of a new sewerage network, connecting kindergarten, gymnasium, family doctor's office and milk collecting point, with WWT Plant: Length – cca. 1000 meters; Pipes – standard PVC pipes; Boxes – standard prefabricated boxes of concrete elements;	60 days from the date of contract signing
2.	Detailed Design of modern wastewater treatment plant: Standards – EU/National standards Capacity – minim. 25m ³ per day/ night	60 days from the date of contract signing
3.	Detailed Design for connection to the new sewerage network of community public facilities refers to: - Kindergarten – 3 sanitary rooms; - gymnasium – 3 sanitary rooms; - family doctor's office – 1 room	60 days from the date of contract signing
4.	Design of the project site General Plan of the new WWT plant and sewerage network, incl. connected public facilities and possible extension area in the proximity of 30 m.	60 days from the date of contract signing
5.	Design of the fire and environment protection measures	60 days from the date of contract signing
6.	Geodesic and Geological Surveys; Hydrogeological calculation;	60 days from the date of contract signing
7.	Technical/Ecological Expertise by the verification department	90 days from the date of contract signing
8.	Verification of the designs and Bill of Quantities by independent Authorized/Licensed Experts	90 days from the date of contract signing
9.	Detailed Design Author's Supervision during the construction period	N/A

H. Particular requirements for the Deliverable items:

Item 1. This item will commonly include: sewerage network's plan and profile; technical specifications and volumes of proposed materials and structures (materials should be modern, sustainable and environmentally clean);

Item 2. Detailed Design of modern wastewater treatment plant (WWT plant) include: narrative memo with particular requirements, technical specifications and standards, seismicity , calculations of plant capacity, etc.; technological and structural design; internal and external electricity; automation; drainage system (when needed); sanitary zone and land arrangement, according to local norms and standards; connection of WWT facility to: new sewerage collector, and existing water and power supply nets; development of recommendations for maintenance and operation;

Type of WWT up-to-date technology and capacity of Plant shall be calculated and proposed by Contractor in the design documentation;

Item 3. Detailed design will include: internal sewerage net for connection of respective rooms to the new external sewerage network; internal water supply nets, electricity and full rehabilitation of sanitary rooms: replacement of windows and doors with PVC once, repair of ceilings and walls and new ceramic floors;

Item 4. General plan shall be developed with 1:500 scales; Architectural concept/terms shall be based on the Urbanistic Certificate for design, obtained according to national legislation.

Item 9. Author's Supervision during the construction period will, also, include contractor's participation at preliminary and final commissioning of completed works procedures

I. General organizational information/requirements

Elaboration of design documentation is initiated based on the recommendation of the meeting of community action group.

First draft, scheme, of sewerage network and WWT system shall be coordinated with community action group and mayoralty.

Technical Conditions for connection of a new WWT system to existing utilities, (water, sanitation and power supply), shall be obtained by the contractor jointly with mayoralty, at contractor's initiative.

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 Reference No. **RfQ-16/01420**

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

Item No.	Description/Specification of Services	Quantity	Latest Delivery Date	Unit Price (USD)	Total Price (USD)
9.	Detailed Design of a new sewerage network, connecting kindergarten, gymnasium, family doctor's office and milk collecting point, with WWT Plant Length – cca. 1000 meters; Pipes – standard PVC pipes; Boxes – standard prefabricated boxes of concrete elements;	1			
10	Detailed Design of modern wastewater treatment plant: Standards – EU/National standards Capacity – minim. 25m3 per day/ night	1			
11	Detailed Design for connection to the new sewerage network of community public facilities refers to: - Kindergarten – 3 sanitary rooms; - gymnasium – 3 sanitary rooms; - family doctor's office – 1 room	7			
12	Design of the project site General Plan of the new WWT plant and sewerage network, incl. connected public facilities and possible extension area in the proximity of 30 m.	1			
13	Design of the fire and environment protection measures	1			
14	Geodesic and Geological Surveys; Hydrogeological calculation;	1 set			
15	Technical/Ecological Expertise by the verification department	1 report			
16	Verification of the designs and Bill of Quantities by independent Authorized/Licensed Experts	4 reports			
9.	Detailed Design Author's Supervision during the construction period	1			
	Total Prices of Services⁸				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				

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

⁸ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

	Total Final and All-Inclusive Price Quotation	
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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			
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]

UNDP
GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

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

6.0 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.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-

how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 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 this Contract 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: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 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 public utility 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 the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers 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.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 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.

22.2 The 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.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses 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.