



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 21 January 2019
	REFERENCE: RfQ19/01861

Dear Sir / Madam:

We kindly request you to submit your quotation for **“Provision of technical design services for construction works and preliminary costs estimation for the Dinamo Swimming Centre facilities”** for MIA Project as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2, via etendering system to the address below:

<https://etendering.partneragencies.org>

Username: event.guest

Password: why2change

BU Code: MDA10 and Event ID 0000003308

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

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note **“RfQ19/01861 -Technical design services for Dinamo Swimming Centre - MIA Project”**.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned services:

Exact Address of Delivery Location (identify all, if multiple)	United Nations Development Programme in Moldova 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> As per Delivery Schedule described in the Annex 1
Delivery Schedule	<input checked="" type="checkbox"/> Required

Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars Reference date for determining UN Operational Exchange Rate: 06 February 2019 For reference please access http://treasury.un.org/operationalrates/OperationalRates.aspx#R
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
A pre-bidding conference will be organized on:	Time: 10:00 (Moldova local time) Date: 29 January 2019 Venue: “Le Roi” Business Centre, 29, Sfatul Tarii Street, 3rd floor, room 305, Chisinau, Moldova, MD-2012 To confirm participation, please, send an e-mail message to by 28 January 2019, 15:00 . The UNDP focal point for the arrangement is: Liuba Livadari, Project Associate, MIA Project, UNDP Moldova; e-mail: liuba.livadari@undp.org
Deadline for the Submission of Quotation	06 February 2019, 15:00 (Moldova local time)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian/Russian
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 3 pages); <input checked="" type="checkbox"/> Copy of Company’s Registration Certificate together with the Annex; <input checked="" type="checkbox"/> Copy of license attesting the right to develop design for all categories of works specified in the ToR; <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country; <input checked="" type="checkbox"/> Technical description of the offered services (also consult the additional information provided in Annex 4); <input checked="" type="checkbox"/> List of qualified key personnel, together with CVs and professional certificates/Licenses for Architect, Civil Engineer, HVAC (Heat Ventilation and Air Conditioning) engineer, Electrical engineer, Automation Systems engineer, Water supply and sewerage networks engineer, Cost engineers/estimators (BoQ developer); <input checked="" type="checkbox"/> Work time schedule (including time allocation for key staff) <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 2 Clients in terms of Contract Value during the past 3 years; <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded; <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 allowed
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of services, according to the delivery timeframe
Liquidated Damages	0.5% of contract value for every day of delay, up to a maximum duration of 20 days. Thereafter, the contract may be terminated.
Evaluation Criteria	<p><u>Minimum qualification criteria</u> <u>(failure to comply with these requirements will constitute a reason for disqualification)</u></p> <p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price¹;</p> <p><input checked="" type="checkbox"/> Minimum 3-year experience and expertise in carrying out detailed design services;</p> <p><input checked="" type="checkbox"/> Free (3) completed /or on-going contracts for provision of Design services for construction works and preliminary costs estimation of similar technical complexity and budget amount (according to the Technical Specifications and Requirements) performed by the Proposer as main contractor in the past 3 years;</p> <p><input checked="" type="checkbox"/> Availability of registration documentation and License for design services;</p> <p><input checked="" type="checkbox"/> Availability of qualified key personnel, together with CVs and professional certificates/Licenses for Architect, Civil Engineer with relevant experience in designing Sport Swimming Centres (at least one project), HVAC (Heat Ventilation and Air Conditioning) engineer, Electrical engineer, Automation Systems engineer, Water supply and sewerage networks engineer, Cost engineers/estimators (BoQ developer);</p> <p><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions;</p> <p><input checked="" type="checkbox"/> Delivery period not to exceed the dates indicated in the Annex 1;</p>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for services
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Provision of services <input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements
Annexes to this RFQ	<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). <input checked="" type="checkbox"/> Technical Expertise (Annex 4)
Contact Person for Inquiries (Written inquiries only) ²	<p>Liuba Livadari, Project Associate, MIA Project, UNDP Moldova; e-mail: liuba.livadari@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

¹ 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.

² 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.

Services provided 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 services in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

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

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

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

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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Denis Suschevici, Head of Procurement
and Operational Support Unit

Technical Specifications and Requirements

Provision of professional Detailed Design and elaboration of preliminary costs estimation for the reconstruction of "Dinamo" Swimming Centre, located in the city of Chisinau, 23, Gh. Asachi street

A. Project Description

General Background

The **Objective** of the UNDP/MIA Project is to contribute to the enhancement of the operational and functional framework of MIA for the efficient, transparent and inclusive implementation of the sector reform agenda in the areas of public order, civil protection, border security, migration and asylum in compliance with the national priorities and international commitments improving the effectiveness in designing and implementation of sectoral policies and services addressing the needs of men and women in Moldova. The actions of the project will facilitate the creation of the viable gender sensitive nationwide mechanism ensuring an appropriate preparedness of state authorities to respond to events that pose a direct threat to public order and national security through a coordinated interaction.

The expected **outcome** of the Project is to enhance the MIA and its sub-divisions capacities, equip them with instruments and tools to implement the sector reform agenda in line with the national priorities and international commitments improving the effectiveness in designing and implementation of policies addressing the needs of men and women in the Republic of Moldova.

Specific Background

An analysis of the Ministry of Internal Affairs of the Republic of Moldova (MIA) over the past years showed an alarming situation especially regarding death rates among youth, caused by drowning in the aquatic areas of the country. According to the statistical data provided by MIA, the average trend on the annual number of drownings keeps rising during the last years.

A detailed analysis of drowning cases disaggregated by gender and age, shows that during the past two years, along with the overall ascending trend in the total number of drownings, a dramatical increase of drownings among females and minors was recorded. Thus, in **2015** there have been registered 144 cases, including 4 females and 14 minors, while in **2016** - their number increased to 185 cases, including 29 females and 23 minors. During the first six months of the **2017**, there drowned 8 females and 12 minors. According to recent global studies, Moldova ranks 82nd out of 183 globally evaluated countries on cases of drowning.³

The situation is partially due to the **lack of an adequate policy and normative framework** on preventing drowning, of the preventive mechanisms, such as teaching swimming at schools or comprehensive awareness raising, and also there is no appropriate training facilities for rescuers and divers.

To address the issue of human security in general and of high incidence of human drownings, UNDP in partnership with the MIA, implements the project "**Strengthening capacities of the Ministry of Internal Affairs and its subdivisions for the effective implementation of the sector reform agenda**". One of the components of the project aims at the establishment of a Training facility for rescues and divers by the refurbishment of the existing swimming training facility "Dinamo Central Sport Club" (Dinamo CSC) that belongs to the Ministry.

During 2017 - 2018, UNDP succeeded to carry out some technical expertise of the Dinamo CSC facilities, elaborated the technical documentation and undertaken the modernization of the swimming pools as well as the swimming pools' filtration system. Until the present, most of the demolishing and reinforcement works related to swimming pools, as well as some equipment

³ <http://www.worldlifeexpectancy.com/cause-of-death/drownings/by-country/>

related to filtration system were completed and installed. While the remaining works related to land improvement around the pools as well as the installation of the remaining equipment is planned to be completed until the end of May 2019.

At the current phase the MIA is planning to extend the area of the Dinamo Swimming Centre's modernization process by including additionally the reconstruction of adjacent to the swimming pools administrative building (Central Administrative Building) estimated at 324 m², as well as construction of the new cloakrooms and showers (around 950m²) which will replace the existing cloakrooms and will be also connected to Central Administrative Building. Along with the new premises which is required to be constructed, the project is planning the reconstruction of the external networks for water supply, sewerage and heating systems, as well as the landscaping works in the front of Central Administrative Building. Prior to the development of detailed technical documentation for above mentioned facilities, the elaboration of the **pre-design concept** is planned to be elaborated (**Stage I**). Based on approved pre-design concept and detailed Statement of Works, a technical design documentation, BoQ and Costs Estimates for the reconstruction/construction of new facilities will be developed (**Stage II**). The total area of new premises to be designed is estimated to around 1296 m², including the existing Central Administrative Building. Additionally, the design of external networks and landscaping for approximatively 2680 m² is required. Further the construction of new premises will be carried out, and the MIA project is expecting to finalize the modernization of the Dinamo Swimming Centre until the end of 2019.

The upgraded facility will offer better conditions for effective training courses and drowning cases simulation: first aid and rescue. Besides enhancing MIA's capacity, this activity will include clear benefits for youth, men and women belonging to vulnerable groups as well the Human Rights Based Approach in general.

B. Objective of the assignment:

The **overall objective** of the assignment is to provide professional engineering/design works, including the development of preliminary technical design concept of the premises, structural design documentation and estimation of costs, required for the reconstruction of Central Administrative Building, construction of new cloakrooms and showers, external networks of water supply, sewerage, heating and landscaping of the DINAMO Swimming Centre located in the city of Chişinău, Gh. Asachi street, 23.

The contractor will develop the design documentation taking into account the concept of modernization, applying the most efficient technical solutions for proposed public infrastructures and social facilities, based on the type, technical characteristics and specifications of the required scope of rehabilitation works.

The design services will also identify and provide the best opportunities/options for sustainable use, operation and functioning of the rehabilitated infrastructure, proposing modern environmentally friendly and sustainable materials, equipment, technologies, according to the international standards in the fields. The Human Rights Based approach and accessibility principles for all categories of beneficiaries will be taken into consideration while developing the technical documentation.

C. Design requirements:

The content of design documentation shall be set up in accordance with national building codes: NCM A.07.02-2012. The selected contractor will render their services for development of clear and complete designs including, but not limited to, the following:

Stage I:

1. Pre-Design Concept of DINAMO Swimming Centre facilities

Based on preliminary detailed assessment of the existing Dinamo Swimming Centre facilities, the contractor will develop a narrative description of designed technological approach, 3D preliminary planimetry of the buildings, proposed partitioning of the designed premises (at least two potential scenarios), based on de facto estimates of the beneficiaries' flow in the context of the planned activities and the current capacity of the existing swimming pools. The contractor will provide best options for sustainable use, operation and functioning of the modernized infrastructure, proposing modern environmentally friendly and sustainable materials, equipment, technologies and HRBA principles, according to the best practices in the field. A preliminary general cost estimate of construction per m2 will be presented, considering the proposed technological approach. Further, the developed preliminary concept will serve as basis for the detailed Statement of Works developed by the UNDP engineers with the support of contracted technical design company.

Important: Prior to the detailed structural design the Contractor will study the Technical Expert Report nr. 297-07-17/T of 22.08.2017 (including updates carried out in 2018), as well as the existing technical documentation nr. RFQ 17/01598, for the modernization of DINAMO swimming pools. The Contractor will undertake the development of technical design drawings (Stage II) only after the prior approval the UNDP of the Pre-Design Concept and detailed Statement of Works for proposed technical solutions.

Stage II:

2. Drawings: Complete detailed construction drawings of all works in sufficient detail for tendering, contractual and construction purposes, based on preliminary developed technical Concept. All drawings shall be presented in electronic (PDF and DWG) 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 and ventilation, water supply and sewerage, power supply and low voltage water etc. will be also part of the design assignment.

Important: Upon necessity the technical documentation along with the BoQ will be divided in several implementation stages and verified accordingly to allow the beneficiary further implementation of project based on available budget and time.

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 in Romanian, in the following formats: Form 7, Form 5, and 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 specific 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, 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 considering all necessary labour and materials based on current prices available on the local market and manpower remuneration, which shall not be below the minimum required by the National Legislation.

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

The technical design documentation must be developed taking into consideration the similar best practices, to ensure minimum technical requirements necessary for successful hosting of authorised international swimming competitions, apply innovative solutions and Human Rights Based Approach.

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. optimal energy efficiency measures of rehabilitated facilities and systems;
3. cost efficiency in terms on construction, operation and maintenance;
4. compliance with health and safety requirements;
5. compliance with environmental protection requirements;
5. compatible with HRBA principles.

D. Key tasks and expected outputs:

In accomplishing the assignment, the contractor commonly shall be responsible for undertaking all the necessary activities for turning out complete designs and tender documents for construction and putting into operation the aforementioned construction site with architectural solutions, internal power supply, heating, ventilation, water supply and sanitation, external water supply, sewerage and heating networks, including, but not limited to, the following tasks:

1. Inspection of premises to determine the volume of construction works and proper location of heating, electrical, water supply and sanitary equipment. As additional information, you can examine the technical design documentation nr. RFQ 17/01598, for the modernization of DINAMO Sport Centre's swimming pools, elaborated in 2018 (to be provided upon request);
2. Elaborate required technical solutions in accordance with valid national legislation and conclusions and recommendations provided in technical expertise report nr. 297-07-17/T of 22.08.2017 and further carried out updates;
3. Carry out necessary topographical and geodesic investigations necessary for the construction of new premises;
4. Project sites' general plans, structural designs and engineering, incl. the technological side of water supply and sewerage networks, power equipment, ventilation, landscaping;
5. With the support of beneficiary institution obtain/update technical conditions for the connection to the required networks (by case);
6. Design of organization of construction site (DOC);
7. Assist beneficiary in obtain city planning permits (Urbanistic Certificate);
8. Obtain health and sanitary and environmental permits;
9. Assist beneficiary in obtaining building permits (Construction Authorization);
10. Develop BoQs and preliminary cost estimates. The design shall encompass BoQs without stating any brand names;
11. Provision of Detailed Design author supervision;
12. Participate in the preliminary and final commissioning committee.

Contractor shall properly coordinate the design and engineering process with the local planning authorities, project beneficiary and UNDP. Contractor should obtain expertise clearance for design from all relevant authorities, when necessary.

Contractor should assist public facilities' owner in requesting and obtaining from the local authorities planning permits, if not obtained.

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

The design companies assume the responsibility to make the necessary technical adjustments and updates (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 elaborate the Preliminary Design Concept in maximum 20 calendar days and present full design documentation, including preliminary technical expertise and necessary technical solutions, complete drawings, BOQs and Costs Estimates in maximum 85 calendar days from the contract signature date, Verification of the designs, Bill of Quantities and Costs Estimates" items, in maximum 95 calendar days from the contract signature date.

F. Deliverables

Contractor is required to deliver the expected design services in accordance with the following deliverable items and established schedules:

Item No.	Description/Specification of Services	Delivery Date
Stage I: Preliminary Design Concept Elaboration		
1.	Preliminary Concept of the DINAMO Swimming Centre Facilities elaborated and coordinated with beneficiary	20 calendar days from the date of contract signing
Stage II: Technical design for the Dinamo Swimming Centre facilities		
2.	Detailed technical design drawings elaborated.	75 calendar days from the date of contract signing
3.	Bill of quantities (BOQ) and Costs estimates, completed for all items of work with detailed description for each item;	85 calendar days from the date of contract signing
4.	Verification of the designs and Bill of Quantities by independent Authorized/Licensed Experts	95 days from the date of contract signing
5.	Detailed Design Author's Supervision during the construction period	N/A

Particular requirements for the deliverable items:

Item 1. Detailed design of the modernization with construction works services and preliminary costs estimation for the swimming centre within the "Central Dinamo Sport Club" in the city of Chisinau, 23, Gh. Asachi street, will include: narrative memo with requirements, technical specifications and standards, seismicity etc.; general plan, architecture and architectural solutions; resistance; technological and structural design; power supply, sewerage and water supply, heating and ventilation and conditioning systems; landscaping; according to local norms and standards; development of recommendations for maintenance and operation.

Item 2. The estimation of quantities for all work items must be based on actual take-off calculation and not based on proximate estimates. All BOQs shall be presented in a spreadsheet format, preferably MS Excel, as mentioned above;

Item 4. Author's Supervision during the construction period will, also, include contractor's participation at preliminary and final commissioning of completed works procedures.

G. General organizational information/requirements

Elaboration of design documentation is initiated based on the recommendations of the meetings of project working group composed from representatives of beneficiary institution and UNDP, as well as, Urbanistic Certificates for design work, issued by the relevant Public Authorities.

First drafts, schemes and proposed architectural and technical solutions, elaborated by the designers, shall be coordinated jointly with established project working group, and UNDP Engineers.

Technical Conditions for connection of newly designed facilities (by case) to existing utilities: water, sanitation and power supply nets, shall be obtained from respective institutions by the contractor, jointly with premises owners and at the contractor's initiative.

Buildings:

The following special regional climate conditions and technical characteristics, shall be considered while designing project buildings and constructions:

Climate zone - III B;

Snow loading - 500 Pa/m²;

Wind loading - 350 Pa/m²;

Seismicity level - 7 grades;

Average outside temperature - 17°C;

Heating season duration - 166 days;

Average outside temperature during winter season - +0,6°C;

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

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁴)

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. "RfQ19/01861 - Provision of technical design services for the Dinamo Swimming Centre facilities - MIA Project"

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

Item No.	Description/Specification of Services	Measurement unit	Estimated Quantity	Measurement Unit Price (USD), VAT exclusive	Total Price (USD), VAT exclusive	Latest Delivery Date
1	2	3	4	5	6	7
Stage I: Preliminary Design Concept Elaboration						
1	Preliminary Concept of the DINAMO Swimming Centre Facilities elaborated and coordinated with beneficiary	unit	1			
	Sub-total Stage I:					
Stage II: Technical design for the Dinamo Swimming Centre facilities						
2	Development of detailed technical design documentation, including all required expertise (upon necessity), internal networks and external works for the Central Dinamo Swimming Centre Administrative Building	m2	346 m2			
3.	Development of detailed technical design documentation, including all required expertise and internal networks for the construction of new Dinamo Swimming Centre's cloakrooms	m2	950 m2			
4	Landscaping design works, including topography and the fence.	m2	2680 m2			

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

5	Technical Design of external networks, including required technical investigations (upon necessity):					
	– External networks for water supply	linear meters	130 m			
	– External networks for sewerage supply	linear meters	190 m			
	– External networks for heating	linear meters	130 m			
6	Development of Bill of Quantities and Costs Estimates for items 2, 3, 4, 5.		1			
7	Verification of the technical designs, Bill of Quantities and Costs Estimates by independent Authorized/Licensed Experts for items 2, 3, 4, 5.		1			
8	Detailed Author's Supervision		1			
	Sub-total Stage II:					
	TOTAL Stage I and Stage II:					
	Add: Other Charges (pls. specify)					
	Total Final and All-Inclusive Price Quotation					

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) day 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 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.