



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 07 February 2019
	REFERENCE: RfQ19/01867

Dear Sir / Madam:

We kindly request you to submit your quotation for **"RfQ19/01867 – Provision of dismantling and demolition works for auxiliary constructions of Dinamo Swimming Centre - 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: whyzchange

BU Code: MDA10 and Event ID 0000003370

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 **"RfQ19/01867 – Provision of dismantling and demolition works for auxiliary constructions of 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 (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	<input checked="" type="checkbox"/> United States Dollars

	<p>Reference date for determining UN Operational Exchange Rate: 15 February 2019</p> <p><i>For reference please access</i></p> <p>http://treasury.un.org/operationalrates/OperationalRates.aspx#R</p>
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:	N/A
Deadline for the Submission of Quotation	15 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	<p><input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</p> <p><input checked="" type="checkbox"/> Company profile (short info up to 3 pages);</p> <p><input checked="" type="checkbox"/> Copy of Company's Registration Certificate together with the Annex;</p> <p><input checked="" type="checkbox"/> Duly filled-in Bill of Quantities (F7), including Unit Price Catalogue (F5) and Resource Schedule (F3) (as per Annex 2);</p> <p><input checked="" type="checkbox"/> List of completed and/or ongoing contracts for similar construction sites (in terms of types and volume of works required in the Annex 2 BoQ) undertaken within the past three (3) years, indicating beneficiary (including contact details), contract amount and period of execution (with confirmation documents as: copy of the minutes of work completion);</p> <p><input checked="" type="checkbox"/> List of involved personnel. CV and professional certificate/License for foreman;</p> <p><input checked="" type="checkbox"/> List of transportation and specialized equipment units (minimum three (3) dump trucks for 10t load, one (1) excavator, one (1) specialized crane, one (1) mini skid steer loader, as well as other specialized equipment) to be confirmed with the rights of ownership or contract of lease and availability of the functioning permit in line with national legislation (Bidders shall indicate whether the equipment is their own or rented);</p> <p><input checked="" type="checkbox"/> Work time schedule (including time allocation for key staff);</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 2 Clients in terms of Contract Value during the past 2 years;</p> <p><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;</p> <p><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.</p>
Period of Validity of Quotes starting the Submission Deadline Date	<p><input checked="" type="checkbox"/> 90 days</p> <p>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.</p>
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	1.0% of contract value for every day of delay, up to a maximum duration of 15 days. Thereafter, the contract may be terminated.

Evaluation Criteria	<p><u>Minimum qualification criteria</u> (failure to comply with these requirements will constitute a reason for disqualification)</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 in the field of civil works;</p> <p><input checked="" type="checkbox"/> Minimum 3 similar (in terms of type and volume of works) demolishing and dismantling works sites undertaken over the past 3 (three) years with a value not less than 25,000 US\$ each;</p> <p><input checked="" type="checkbox"/> Availability of required personnel. CV and professional certificates/Licenses for foreman.</p> <p><input checked="" type="checkbox"/> Availability of the minimum required specialized equipment and transportation means;</p> <p><input checked="" type="checkbox"/> Maximum delivery period not to exceed 14 calendar days upon signature of contract and from the moment the Contractor was given access to the construction site;</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 15 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 Documentation for dismantling and demolition works (Annex 4)
Contact Person for Inquiries (Written inquiries only) ²	Liuba Livadari, Project Associate, MIA Project, UNDP Moldova; e-mail: liuba.livadari@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.

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.

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.

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 dismantling and demolition works for auxiliary constructions of Dinamo Swimming Centre, located in the city of Chisinau, 23, Gh. Asachi street

A. Project Description

1. General Overview:

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.

2. Specific Context:

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 44th out of 172 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, launched 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 “Central Dinamo Sport Club” that belongs to the Ministry of Internal Affairs. The immediate task of the project is to reconstruct the MIA Dinamo Swimming Centre designated for life skills training for Specialized Public Institutions’ staff, as well as for the population in the vicinity. Additionally, the reconstructed swimming infrastructure must be able to host national swimming competition, accordingly to the International Swimming Federation (FINA) standards. The upgraded facility will offer better conditions for effective training courses and drowning cases simulation: first aid and rescue. It also will promote the swimming related sport activities. Besides enhancing MIA’s capacity, this activity will include clear benefits for youth, men and women belonging to vulnerable groups.

Prior to the technical design and reconstruction of the Dinamo Swimming Centre, dismantling and demolition works of auxiliary constructions is necessary, given the fact that they do not meet the current

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

technical and quality standards. These activities will be implemented based on BoQ for dismantling and demolition works for auxiliary constructions hereafter attached.

B. Scope of Works

UNDP seeks companies or a consortium of companies which have proven experience in carrying out dismantling and demolition works. The scope of works is to carry out dismantling and demolition works of the auxiliary constructions of the Dinamo Swimming Centre, located at Gh. Asachi str., Chisinau municipality. Residues formed as a result of dismantling and demolition works will be evacuated by the Contractor to authorized dumps, in accordance with requirements of the national legislation related to construction and environment protection.

Detailed BoQ for required works are described in **Annex 2** and technical documentation **Annex 4** to the present Request for Quotation. Please note that the Authorization for the dismantling and demolition works was already issued by the Chisinau Mayorality. The Contractor shall hold necessary labour, equipment, transportation, machinery, tools necessary for successful implementation of the contract and execute all mentioned works in accordance with local standards and regulations related to construction field and environment protection.

It is envisaged that the works will include the following activities:

- **Dismantling and demolition works:** dismantling works (*wooden carpentry*), removing walls with glass bricks, dismantling of pipes, demolition of the auxiliary constructions besides the main one, etc.

The Contractor shall ensure that all works are implemented in accordance with the attached Bill of Quantities and are properly coordinated with representatives of building owners, local municipality, and with UNDP Moldova representatives.

- **Sites:**

Item No.	Project's Name	Location	Contact Person
1	Dismantling and demolition works for auxiliary constructions of Dinamo Swimming Centre	"Dinamo Central Sport Club", 23 Gh. Asachi., Chisinau, Moldova	Liuba Livadari, Project Associate, MIA Project, UNDP Moldova; e-mail: liuba.livadari@undp.org

Site visits: Bidders are recommended to visit and examine the Site and its surroundings and obtain all information that may be necessary for preparing the Bid.

C. Management arrangements

Each implementation stage will be monitored by the designated UNDP Engineer, who will carry out systematic monitoring site visits.

D. Implementation Timeframe and Required Deliverables

The overall term of dismantling and demolition works in the Contract is **14 calendar days**, effective from Contract signature date. The Contractor shall have all required tasks completed and approved by Engineer before/by the last calendar day of the contract period. The main deliverable required is to perform dismantling and demolition works included in BoQ **within 14 calendar days**.

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. "RfQ19/01867 – Provision of dismantling and demolition works for auxiliary constructions of Dinamo Swimming Centre - MIA Project"

TABLE 1: Offer to dismantling and demolition works Compliant with Technical Specifications and Requirements:

Nr.	WinSmeta Resource code	Name of the works	Unit	Quantities	Unit price, USD, VAT excluded	Total price USD, VAT excluded
1	2	3	4	5		
		1. Dismantling, demolition works				
1	RpCO56A	Demontări: tîmplărie din lemn (uși, ferestre, obloane, cutii, rulou, maști, etc.)	m2	78,08		
2	RpCQ11C	Demontarea pereților cu cărămizi de sticlă	m2	24,00		
3	RpIC20B	Demontarea tevii negri, pentru construcții, montate la încălzire centrala prin sudare sau apeduct, la construcții de locuit și social culturale, la legarea aparatelor, a coloanelor de distribuție etc. Avînd diametrul de la 63.....110 mm	m	118,60		
4	RpIC20A	Demontarea tevii negri, pentru construcții, montate la încălzire centrala prin sudare, la construcții de locuit și social culturale, la legarea aparatelor, a coloanelor de distribuție etc. Avînd diametrul de 32.....63mm	m	34,15		
5	RCsG52A	Demolarea clădirii cu zidarii din blocuri de calcar, caramida, fundații, planșeu din beton armat, (încărcarea în transport, descărcarea, inclusiv descarcarea la distanță de 25km)	m ³	1973,18		
6	Tsl51C5	Transportarea deșeurilor cu autobasculantă de 10t la distanță de: 25km	t	1479,89		
7	RpEG17D	Demontarea tablourilor electrice: metalic din panou, dulap, celula, pupitru	buc	6		
8	RpEE24A	Demolarea aparatelor electrice pentru curent tari: unipolare	buc	2		

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

		(intrerupatoarea, comutatoare, preze pentru desfiintare sau inlocuire, buton pentru actionare la distanta)				
9	RpEB13C	Demontarea conductorilor de aluminiu sau cupru, cu sau fara izolatie, introdusi in tuburi sau tevi de protectie, montati aerian sau izolatori-role, pe ziduri sau platforme tencuite sau conductori montati ingropat, cu sectiunea 35-50 mmp	m	90		
10	RpIB11E	Demontarea registrelor de incalzire cu conducte orizontale sau verticale din teava de otel avit 8-18 tevi - buc	buc	23		
11	RCsP44A	Demontarea constructiilor metalice cu recuperarea materialelor	kg	150		
		TOTAL				
		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.