



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 15 October 2020
	REFERENCE: RfQ-20/02148

Dear Sir / Madam:

We kindly request you to submit your quotation for **construction works for three precipitation water storage basins in Ciuciuleni, Fundul Galbenei and Lăpușna villages, Hîncești district** as detailed in Annexes 1 - 5 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2 and Annexes 3-5.

Quotations may be submitted on or before **30 October 2020, 16:30 (Moldova local time)** via eTendering system to the address below:

<https://etendering.partneragencies.org>

Username: event.guest

Password: why2change

BU Code: MDA10 and Event 0000007450

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

Please Consult eTendering Resources for Bidders for additional information on bidding:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/>

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

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

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Delivery Terms [INCOTERMS 2010]	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP
Exact Address of Delivery Location (identify all, if multiple)	<u>Ciuciuleni, Fundul Galbenei and Lăpușna villages (Hîncești district, Moldova)</u>
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected</i>)	<input checked="" type="checkbox"/> <u>90 calendar days</u> from the issuance of the Contract
Preferred Currency of Quotation	<input checked="" type="checkbox"/> US Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes (VAT "0")
Deadline for the Submission of Quotation	<u>30 October 2020, 16:30 (Moldova local time)</u>
All documentations, including catalogs, instructions, operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Russian or Romanian
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Submission Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Dully completed Bill of Quantities Annexes 3-5; <input checked="" type="checkbox"/> Company profile (short info up to 1 page); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate; <input checked="" type="checkbox"/> Income Statement and Balance Sheet for the past two years; <input checked="" type="checkbox"/> Detailed technical description of the offered goods/materials; <input checked="" type="checkbox"/> List of personnel to be engaged during the contract, together CVs and professional certificates (for the qualified key personnel). <input checked="" type="checkbox"/> List of completed and/or ongoing contracts for similar civil works contracts for the past 3 (three) years, indicating beneficiary contacts; <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other Environmental compliance certificates, accreditations, marking/labels or other evidence of Offeror's practice which contribute to the ecological sustainability and reduction of adverse impact on the environment; <input checked="" type="checkbox"/> Statement of satisfactory performance from 3 (three) clients; <input checked="" type="checkbox"/> Timeframe for execution of works.
Period of Validity of Quotes starting the Submission Deadline Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% in installments upon complete delivery and acceptance of goods and works

Liquidated Damages	0.1% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria	<p><input checked="" type="checkbox"/> Technical responsiveness / Full compliance to requirements stipulated in the Annexes 1, 2, 3, 4, and 5 and lowest price¹;</p> <p><input checked="" type="checkbox"/> Minimum 5 years of experience in the field of hydrotechnical construction works as per scope of works;</p> <p><input checked="" type="checkbox"/> Sufficient human resources capable to qualitatively and timely execute the works – minimum key personnel: 2 (two) certified construction site engineers with minimum 5 years of experience as site engineers (Qualification Certificates and CVs);</p> <p><input checked="" type="checkbox"/> Maximum delivery period not to exceed 90 calendar days upon signature of contract;</p> <p><input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions;</p> <p><input checked="" type="checkbox"/> Warranty on works for a minimum period of 3 (three) years.</p> <p><input checked="" type="checkbox"/> The following situations will serve as sufficient ground for disqualification of an offer:</p> <ul style="list-style-type: none"> - Failure to submit the duly filled in Quotation Form (as per Annex 2) - Failure to submit the duly filled in Bill of Quantities (as per Annexes 3-5), including Unit Price Catalogue (F5) and Resource Schedule (F3); - Changes in codes for works required; - Changes in the volumes of works required; - Changes in the volumes of resources in the norms of materials, manpower and tools; - Changes in coefficient for norms; - Proposing the manpower remuneration below the minimum required by the National Legislation (besides the situation when a respective proof from relevant authorities is obtained and presented). <p>http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=364917)</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 civil works
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract if delivery/completion is delayed by 15 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Works by UNDP Engineer based on full compliance with RFQ requirements
Annexes to this RFQ	<p><input checked="" type="checkbox"/> Schedule of Requirements for the Works Required (Annex I)</p> <p><input checked="" type="checkbox"/> Form for Submission of Quotation and Bill of Quantities (Annexes 2 and 3-5)</p> <p><input checked="" type="checkbox"/> Annex 7. Layouts (Object General Plans and Technical Drawings)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions (Annex 6).</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.

	Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	Cristina Cotofana, Project Assistant E-mail: cristina.cotofana@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

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

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

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

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated,

you can find detailed information about vendor protest procedures in the following link:
<http://www.undp.org/procurement/protest.shtml>.

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

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

Denis Suschevici,
Head of Procurement Unit

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**RfQ-20/02148 "Construction works for three precipitation water storage basins
in the villages of Ciuciuleni, Fundul Galbenei and Lăpușna, Hincesti district**

List of Annexes:

Annex 1. Cerinte si Specificari Tehnice (Schedule of main Requirements and Technical Specifications)

Annex 2. Formularul de aplicare (Form for submission supplier's quotation)

Annex 3-5. Lista cantitatilor de lucrari (Bill of Quantities - BOQ)

1. Construction of water storage basin in Ciuciuleni, "Agro-Vet Consulting" SRL
BOQ compartments:
 - 1.1 *Lucrări de construcție generale și terasament la rezervorul de apă*
(Ground and general construction works at water storage reservoir);
 - 1.2 *Drumul de acces la bazin pentru tehnica specială a serviciului de pompieri*
(Local gravel access road for special fire fighting machines);
2. Construction of water storage basin in Fundul Galbenei, "GG - Prim" SRL
BOQ compartments:
 - 2.1 *Lucrări de construcție generale la bazinul de acumulare a apei*
(Water reservoir's general construction works);
 - 2.2 *Construcția bazinului decaptor;*
(Construction of decaptation reservoir)
 - 2.3 *Val-regola de alimentare a bazinului cu apă*
(Reservoir water intake channel)
 - 2.4 *Conducta de umplere a bazinului din rezervorul de sedimentare*
(Water storage reservoir filling pipeline from sedimentation basin);
 - 2.5 *Construcția de transvazare a bazinului de acumulare a apei*
(Water surplus evacuation pipeline);
 - 2.6 *Drumul de acces la bazin pentru tehnica specială a serviciului de pompieri*
(Local gravel access road for special fire fighting machines);
3. Construction of water storage basins in Lăpușna, Family Farm "Lucia Rotaru"
BOQ compartments:
 - 3.1 *Lucrări de reconstrucție a barajului la bazinul de acumulare a apei*
(Water reservoir's dam construction works);
 - 3.2 *Lucrari de constructie a evacuatorului de fund*
(Construction of bottom water evacuation pipeline);
 - 3.3 *Construcția de transvazare a bazinului de acumulare a apei*
(Water surplus evacuation open construction);
 - 3.4 *Drumul de acces la bazin pentru tehnica specială a serviciului de pompieri*
(Local gravel access road for special fire fighting machines);

Annex 6. Termeni si Conditii Generale (General Terms and Conditions)

Annex 7. Planul General si Desenele Tehnice (Object General Plans and Technical Drawings) *IT*

List of Main Requirements and Technical Specifications

1. Introduction and objectives

Climate-induced disasters occur more frequently and repeatedly in Moldova, provoking economic damages of about 4 million USD annually. Such a risk exposure is explained by agriculture dependence on the volume of precipitations at the country level, being the most vulnerable sector of the national economy. The main cause is water deficit for agricultural needs, but also the limited resources and capacities to plan and to use the infrastructure for water storage for irrigation purposes in Moldovan rural communities.

In this context, the “Disaster and Climate Risk Reduction in Moldova” Project aims to increase resilience and adaptive capacities of rural communities to climate change and disasters through improved water storage infrastructures and disaster risk reduction measures. The main goal of the project is to facilitate the implementation of climate-smart water management solutions for agriculture, flood management, fire prevention and expansion of community-based rescue/firefighting teams in selected rural communities of the Republic of Moldova. The project implementation period is 2019-2021, and the geographical areas of activity and intervention are limited to 5 districts - Cantemir, Criuleni, Hîncești, Leova and Ungheni. The project is financed by Austrian Development Agency and implemented by United National Development Programme.

One of the activity of the project is to build rainwater storage basins to help the farmers to cope with effects of climate-induced disasters. It is envisaged for the potential beneficiaries of the rainwater storage basins to be the farmers needing infrastructure for collecting and storing water so as to cover the irrigation needs for about 5 ha of agricultural land. As well, the farmers-beneficiaries of this project, will co-finance the investment for a value of at least 20% of the total cost of the project. The total volume of the financial support provided by the Project per one beneficiary will not exceed the amount of 30.000 USD₂, even when the beneficiary's contribution value exceeds 20%.

2. Content of works and beneficiaries

2.1 Commonly, the works' content will envisage the following types of works: earthworks and construction works; territory planning and enhancing works, construction of access ways to the reservoir for irrigation, and launch into operation works. All these types of works and activities will contribute to improving the conditions for farmers' sustainable agricultural activity from Ungheni, Hîncești, Cantemir, Leova and Criuleni – beneficiaries of the *ADA/UNDP Moldova “CCDRR” Project*.

2.2 The earthworks and construction works for which the respective Call for Proposals is launched, refer to one single lot, as follows in the below table:

Locality	Site name
Ciuciuleni v., Hîncești r.	<i>Building the water basin for irrigation of the agricultural enterprise Agro-Vet” LLC</i>
Fundul Galbenei v., Hîncești	<i>Building the water basin for irrigation of the agricultural enterprise “GG - Prim” LLC</i>
Lăpușna v., Hîncești r.	<i>Building the water basin for irrigation of the Family Farm “Lucia Rotaru”</i>

2.3 The projects envisaged for these construction sites shall include, in particular, the following types of earthworks and construction works:

“Agro-Vet Consulting” LLC from Ciuciuleni village, Hîncești district

The project envisages building (excavating) a basin for collecting and storing rainwater, building a dam, cleaning and reinforcing the banks and the embankments of the basin, as well as of the rainwater intake ways.

The following main works will be carried out for this purpose:

- Preparing the temporary board-based access ways to the basin for construction technical means on the crawler; levelling and organizing the platform for temporary collecting and drying of silt/marshy soil excavated from the basin bed.
- Mechanized digging with an excavator on the crawler of the claying soil from the basin bed for a volume of 16100 m³, pushing and spreading the soil with the bulldozer on the crawler for a distance of about 50m up to the storage place.
- Excavating the soil from the basin bed with the bulldozer for building the dam, for a volume of about 2000 m³, leveling the embankments and mechanized compacting of the soil up to $\sigma_c=1,65\text{t/m}^3$, with a compactor weighting 16t.
- Manual mechanized works for profiling and levelling the basin bed and embankments after cleaning; transporting and laying the new fertile soil (as needed), etc.
- Building the access road for the special technical means of the firefighting service, from local crushed stone.

“GG - Prim” LLC from Fundul Galbenei village, Hîncești district

The project envisages reinforcing, extending, and deepening the bed of the existing reservoir, building the desilt basin, reinforcing the dyke, the banks and embankments of the basins, as well as of the facilities for taking in the rainwater and discharging the surplus of water from the basin.

The following main works will be carried out for this purpose:

- Rebuilding the existing basin for water storage,
- Rebuilding the dam of the water storage basin;
- Building the desilt basin;
- Construction works of the water bottom evacuator from the water storage basin;
- Construction works of the filling tube of the water storage basin;
- Construction works of the tube for water siphoning in the water storage basin;
- Building the access road for the special technical means of the firefighting service, from local crushed stone;

“Lucia Rotaru” Farm from Lăpușna village, Hîncești district

The project envisages building the dam and capacitating the water collection basin, building the bottom discharge of water from the basin, reinforcing the banks and embankments of the basin, as well as of ways for taking in rainwaters and discharging the surplus of water from the basin.

The following main works will be carried out for this purpose:

- Building the dam and capacitating the water storage basin.
- Construction works of the water bottom evacuator from the water storage basin.
- Construction works for the open type drainage spillway.
- Building the access road for the special technical means of the firefighting service, from local crushed stone.

2.4 The Contractor shall ensure all the necessary things for successful implementation of the contract: labor force, engineering, materials, equipment, support materials, transport, machinery, devices, and necessary trips for performing all the works under this contract.

Commonly, the Contract will include the following activities:

- ***procurement and delivery*** of materials and equipment, which is necessary for successful carrying out of works;
- ***preparing the site*** for storing materials, equipment and executing the works;
- ***construction works*** – listed above;
- ***launch into operation*** of construction works and materials.

2.5 The Contractor shall ensure for all the constructions-related materials and activities under the contract, before being executed, to be coordinated with the representatives of the Beneficiary and CCDRR/UNDP Moldova Project, accountable for the daily supervision and periodical monitoring of the works on the site.

Note for bidders:

Whenever the technical specifications request a specific product, specific brand, name/model, the bidders may come up with suggestions to coordinate any other product, which would have equal characteristics with the specified product, meeting all origin requirements, physical, functional, and performance parameters.

3. Construction site

The works under the respective tender shall be carried out according to the above-mentioned lot.

4. Organizational arrangements

The implementation of the project and the fulfilment of on-site works shall be monitored by the Engineer – Consultant, appointed by UNDP Moldova, who will systematically visit the construction site for monitoring. Additionally, the Engineer- Technical Responsible, authorized by the project Beneficiary, shall ensure the daily supervision of construction works envisaged in the contract.

5. Expected results

The following outcomes are expected from the Contractor:

Outcome 1: Finishing all the construction works, territory planning works, etc., envisaged in the contract documents within a period no longer than 90 calendar days since the date the Contract was signed.

Outcome 2: Launching into final operation the site within a period up to 6 months since the date the site has been received upon finishing the works.

6. Main technical requirements and specifications

The project for building the basins provide, particularly, for: preparing the land plots, excavating the storage basins, building the dams, building the ways for water intake and water discharge, reinforcing the banks and embankments up to the parameters calculated in the project documentation; the technical solutions and construction works shall be carried out for:

“Agro-Vet Consulting” LLC, according to design documentation no. RFQ20/02018—031 LH, of 15.09.2020;

“GG - Prim” LLC, according to design documentation no. RFQ20/02018—034 LH, of 15.09.2020;

“Lucia Rotaru” Farm, according to design documentation no. RFQ20/02018—036 LH, of 15.09.2020;

developed by “Intexnauca” LLC, with license AMMII No. 041611 of 12.03.2013; Certificate no. 01, of 26.01.2020; the technical specifications announced for this tender, as well as the local standards: SNiP-2.06.01-86 “Hydro-technical constructions”; SNiP-2.06.03-85 “Irrigation systems and constructions”; SNiP III-4-80 “Security Measures”; Standardized design for dams no. 820-4-023.86.

Basin: the construction sites meant for the basins shall be excavated, and the fertile layer of soil shall be collected so as to be used for farming, especially the clayish ground, category II, increased humidity. Due to these considerations, it is necessary to use the crawler excavating technical means. In case of the basin from Ciuciuleni, it will be necessary to assemble temporary access roads made of boards for the crawler excavators. The banks and embankments will have the slopes $m=1.0$, $m=1.5$, $m=2.0$, as needed. The embankments shall be compacted until obtaining $Y=1.6 \text{ g/cm}^3$.

The earthworks shall be protected in case of the basin from Fundul Galbenei and this will be done using Geotextil, polypropylene fiber - 200 gr/m^2 with the overlap of the strips— 100 mm. The geomembrane with the width of strips of (5.0 - 7.0) m, length 150 m, and thickness $\delta=2.0 \text{ mm}$, will be welded with hot air and fixed in the soil at every 2.0 m with metallic braces of diameter 8.0 mm and length 0.9 m. The strips’ overlapping – 150 mm. As well, the slopes shall be protected against ravines, and this will be done using nonwoven cloth, of type CT100/200(II) or other equivalent type. The cells shall be filled in with pearly gravel of brand M300 fraction 20-50 mm.

Filling tubes: will be built of PE corrugated pipes, of 9.0m length section, sealed with rubber fittings, with diameter $\varnothing 200 \text{ mm}$. The pipes will be laid on a sand bed $\delta=100 \text{ mm}$;

Emptying tubes: will be built of PE corrugated pipes, of 9.0m length section, sealed with rubber fittings, with diameter $\varnothing 300 \text{ mm}$. The pipes will be laid on a sand bed $\delta=100 \text{ mm}$; In case of the basin from Lăpușna, the emptying tube shall be built of metal pipes with diameter $\varnothing 426 \text{ mm}$, and 6.0 mm thickness. The pipes will be laid on a local gravel bed, $\delta=100 \text{ mm}$;

Foundations: The monolith foundations at the artificial constructions shall be built of special monolith concrete of brand B15 F150 W6, on a layer of local gravel M300, compacted with ground, 100mm thick.

Dams: The dams will be built using clay ground, II category, excavated locally from the basin bed. The dams’ embankments shall be compacted until obtaining $Y=1,6 \text{ g/cm}^3$. The finally reinforced banks and dams shall have compacted slopes of $m=1.0-1.5$, as needed. The width of the crown at the top of the dam shall be not less than 4.50m.

Access ways: The access way to the basin for the special technical means of the firefighting service will be built of local crushed stone, in a layer $\delta=160 \text{ mm}$ thick, fraction 15-20mm, M300; and a special pocket shall be built near the basin for special machinery maneuvering.

For carrying out the reinforcement of embankments and water discharge channels, as needed, *crushed limestone shall be used* - M 300 brand with fraction 150-300mm;

Labeling equipment

All the equipment shall be labelled with manufacturer original plates, which should include, at least, the production year, main technical parameters and equipment type/ID. The assembled cables will be labeled at the beginning and end of the networks. All the textual labels necessary for system operation shall be in Romanian and Russian languages.

7. Reception by the end of works

After finishing the construction works, installing and testing appropriately the equipment envisaged in the contract, training the personnel and transferring the execution documents, the procedure for launching into operation the site shall be organized. All the costs related to organizing the tests for installed systems and training the personnel shall be incurred by the Contractor.

8. Warrantee period

The warrantee period for the performed works shall start on the date of site reception upon finishing the works and shall last for 36 months.

Annex 2**FORM FOR SUBMITTING SUPPLIER'S QUOTATION²*****(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)***

The Bidder is required to prepare and submit:

1. **Quotation Form – General Bill of Quantities** (Annex 2, Tables 1,2);
2. **Bill of Quantities detailed** - (Annex 3 – Ciuciuleni, "Agro-Vet Consulting", Annex 4 – Fundul Galbenei, "GG- - Prim", Annex 5 – Lăpușna, "Lucia Rotaru".

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RfQ-20/02148**:

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

List of consolidated costs for each technical specification/category of works, activities, services		Costs calculated in USD
Site # 1. "Agro-Vet Consulting", Ciuciuleni village		
1.1	Lucrări de construcție generale și terasament la rezervorul de apă (Ground and general construction works at water storage basin)	
1.2	Drumul de acces la bazin pentru tehnica specială a serviciului de pompieri (Local gravel access road for special fire fighting trucks)	
	Sub-Total	
Site #2. "GG - Prim", Fundul Galbenei village		
2.1	Lucrări de construcție generale la bazinul de acumulare a apei (Construction works on the water basin)	
2.2	Construcția bazinului decaptor (Construction of sedimentation and decaptation reservoir)	
2.3	Val-regola de alimentare a bazinului cu apă (Reservoir water intake channel)	
2.4	Conducta de umplere a bazinului din rezervorul de sedimentare (Water storage basin filling pipeline from sedimentation basin)	
2.5	Conducta de transvazare a bazinului de acumulare a apei (Water surplus evacuation pipeline)	
2.6	Drumul de acces la bazin pentru tehnica specială a serviciului de pompieri (Local gravel access road for special firefighting trucks)	
	Sub-Total	
Site #3. "Lucia Rotaru", Lăpușna village		
3.1	Lucrări de reconstrucție a barajului la bazinul de acumulare a apei (Water basin's dam construction works)	
3.2	Lucrari de constructie a evacuatorului de fund (Construction of bottom water evacuation pipeline)	
3.3	Construcția de transvazare a bazinului de acumulare a apei (Water surplus evacuation open construction)	
3.4	Drumul de acces la bazin pentru tehnica specială a serviciului de pompieri (Local gravel access road for special firefighting trucks)	
	Sub-Total	

² This serves as a guide to the Supplier in preparing the quotation and price schedule.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

TOTAL	
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[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

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 (75 calendar days) (Period of Completion)			
Warranty and After-Sales Requirements			
a) Minimum three (3) years warranty on both works and materials			
Validity of Quotation 90 calendar days			
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]

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General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering

the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

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

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

16. SETTLEMENT OF DISPUTES

- 16.1 **Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
- 16.2 **Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

- 18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.