



## REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: <b>01 March 2017</b>
	REFERENCE: <b>RfQ17/01451</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for “[Provision of Design services for construction works and preliminary costs estimation for 4 Sites \(Chirsova, Salcia, Albota de Jos, Cismichioi\)](#)”, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **[14 March 2017, 16:00 \(Moldova local time\)](#)** and via e-mail or courier mail to the address below:

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

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note “[RfQ17/01451 – Provision of Design services for construction works and preliminary costs estimation for 4 Sites \(Chirsova, Salcia, Albota de Jos, Cismichioi\)](#)”.

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

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

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

Exact Address of Delivery Location (identify all, if multiple)	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 <sup>1</sup>	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Moldovan Lei
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	<b>14 March 2017, 16:00 (Moldova local time)</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: <a href="#">Romanian/Russian</a>
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Company profile (short info up to 1 page); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate together with the Annex; <input checked="" type="checkbox"/> Technical description of the offered services; <input checked="" type="checkbox"/> List of qualified key personnel, together with CVs and professional certificates/Licenses for HVAC (Heat Ventilation and Air Conditioning) engineer, Civil Engineer, Architect, Electrical engineer, Cost engineers/estimators (BoQ developer) <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 2 Clients in terms of Contract Value during the past 5 years; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.
Period of Validity of Quotes starting the Submission Deadline Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Permitted by LOT
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of services, according to the delivery timeframe
Liquidated Damages	0.5% of contract for every day of delay, up to a maximum duration of 20 days. Thereafter, the contract may be terminated.
Evaluation Criteria	<b><u>Minimum qualification criteria</u></b> <b><u>(failure to comply with these requirements will constitute a reason for disqualification)</u></b> <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <sup>2</sup> ; <input checked="" type="checkbox"/> Minimum 5-year experience and expertise in carrying out detailed design services; <input checked="" type="checkbox"/> 5 (five) completed /or on going contracts for provision of <a href="#">Design services for construction works and preliminary costs estimation</a> of similar complexity (according to the Technical Specifications and Requirements) performed by the Proposer as main contractor in the past 3 years; <input checked="" type="checkbox"/> Availability of registration documentation and License for design services;

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

<sup>2</sup> UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

	<input checked="" type="checkbox"/> Availability of qualified key personnel, together with CVs and professional certificates/Licenses for HVAC engineer (only for Lot#3), Civil Engineer, Architect, Electrical engineer, Cost engineers/estimators (BoQ developer) <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Delivery period not to exceed the dates indicated in the Annex 1;
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier per each Lot
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Provision of services <input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements
Annexes to this RFQ <sup>3</sup>	<input checked="" type="checkbox"/> Technical Specifications and Requirements (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).
Contact Person for Inquiries (Written inquiries only) <sup>4</sup>	Leonid Mazilu, Procurement and Contracts Associate, SARD UNDP Moldova; <a href="mailto:Leonid.mazilu@undp.org">e-mail: Leonid.mazilu@undp.org</a> 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.

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.

<sup>3</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>4</sup> 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.

found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

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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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf).

Thank you and we look forward to receiving your quotation.

Sincerely yours,



**Corneliu Martiniuc,**  
Procurement Analyst

## **Technical Specifications and Requirements**

### **Provision of professional Detailed Design for construction works services and preliminary costs estimation for community potable water supply systems, sanitation, electricity and community cultural facility in the rural area**

#### **A. Background**

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

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

#### **B. Objective of the assignment:**

The overall objective of the assignment is to provide professional engineering/design work with emphasis on the development of complete design documentation and estimation of costs, as well as, elaboration of tender/construction documents, required for the following five public infrastructure facilities:

- (Site1) Construction of a sewerage network and wastewater treatment plant, in the v. Chirsova, UTAG;
- (Site2) Construction of a new public potable water supply point, in the village Salcia, r. Taraclia;
- (Site3) Capital rehabilitation of street lighting systems in the villages of comm. Albota de Jos, d. Taraclia;
- (Site4) Capital rehabilitation of community Cultural Centre in the village Cismichioi, UTAG

The contractor will develop the design documentation applying the most efficient technical solutions for proposed capital rehabilitation of public infrastructures and social facilities, but individually to each of the sites, based on the type, technical characteristics and specifications of each infrastructure and 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.

#### **C. Design requirements:**

The content of design documentation shall be set up in correspondance with national building codes: NCM A.07.02-99.

The selected contractors will render their services for development of clear and complete designs including, but not limited to, the following:

1. **Statement of Works (SOW)** with narrative description of designed technological solutions, units of the main equipment and materials, technical systems/utilities, specification on how the capacity of water supply sources, potable water supply plants and sewerage collectors, road rain water evacuation structures, etc. were estimated;

2. **Drawings:** Complete detailed construction drawings of all works in sufficient detail for tendering, contractual and construction purposes. All drawings shall be presented in electronic (PDF) format and on appropriate paper support. All drawings should be clear, sharp, and accurate. Symbols and abbreviations should be defined in a legend. Isometric drawings for the internal heating, water supply and sewerage systems will be also part of the design assignment.

3. **Bill of quantities (BOQ):** Complete for all items of work with adequate description for each item. The quantities for all work items should be based on actual take-off calculation and not based on estimates. All BOQs shall be presented in a spreadsheet format, preferably MS Excel;

*Important: The BoQs should be entirely presented (either in Romanian or in Russian), in the following formats: Form 7, Form 5, 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 particular Technical Specifications for all works and equipment based on internationally accepted standards and sufficient for procurement, installation and construction works;

5. **Documentation** of all design literature and design calculations for all civil, 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 taking into account all necessary labor and materials based on current prices available on the local market and manpower remuneration, which shall not be below the minimum required by the 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 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. water supply and water treatment system's performance requirements;
3. optimal energy efficiency measures of rehabilitated facilities and systems;
4. cost efficiency in terms on construction, operation and maintenance;
5. compliance with health and safety requirements;
6. compliance with environmental protection requirements;

**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 rehabilitation and putting into operation the aforementioned Sites with internal power, heating, ventilation, water supply and sanitation systems, including, but not limited to, the following tasks:

1. Geological site investigations and recommendations in the villages Chirsova (Site1), Salcia (Site 2), which are needed in particular for new water supply and water distribution facilities, sewerage and wastewater treatment facilities and connections with other utilities;
2. Geotechnical measurements of utilities servicing each project site: water supply and distribution - in Salcia (Site 2), sanitation – in Chirsova (Site 1), street lighting - in Albota de Jos (Site 3) and community cultural center – in Cismichioi (Site 4);
3. Inspection of premises in order to determine the volume of rehabilitation works and proper location of heating, electrical, water supply and sanitary equipment (by case);
4. Provision of expertise of the existing building in Cismichioi (Site 4), (if necessary);
6. Project sites' general plans, structural designs and engineering, incl. (by case) heat, electrical design for all electrical equipment including low voltage system design, earth/ground connection system, lightning protection, water supply, automation and control;
7. Evaluate and update the technical conditions for the connection to the water network and electricity grid (by case);
8. Design of organization of construction site (DOC)
9. Obtain city planning permits (Urbanistic Certificate);
10. Obtain health and sanitary and environmental permits;
11. Assist beneficiary in obtaining building permits (Authorization for Construction);
12. Provision of Detailed Design author supervision;
13. Development of bill of quantities and preliminary cost estimates;
14. Participate in the preliminary and final commissioning committee.

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

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

Contractors should assist public facilities' owners in requesting and obtaining from the local authorities planning permits, if not obtained. Contractors should assist public facilities' owners to prepare all necessary supporting documentations to obtain construction permit from local planning authorities.

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 (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 Contractors 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 Contractors are expected to complete all investigations and present full design documentation, including complete drawings, BOQs authorized by verifiers, tender launching documentation, etc. in maximum 60 days without "Verification of the designs and Bill of Quantities" item and maximum 90 days including "Verification of the designs and Bill of Quantities" and expertise, if required, by the verification department, from the contract signature date.

## **F. Deliverables**

Contractors are required to deliver the expected design services by sites, in accordance with the following deliverable items and established schedules:

**F2. Site 1: “Construction of a new sewerage network and wastewater treatment, (WWT), plant in the village Chirsova, UTAG”**

Item No.	Description/Specification of Services	Delivery Date
1.	Detailed design of a new sewerage network, connecting two kindergartens and two schools to a new WWT Plant: Length – 2500 meters; Pipes – standard PVC pipes; Boxes – standard prefabricated boxes of concrete elements;	60 days from the date of contract signing
2.	Detailed design of a modern wastewater treatment plant: Standards – EU/National standards Capacity – minim. 25m3 per day/ night (to be calculated)	60 days from the date of contract signing
3.	Detailed design for connection of community public facilities to new sewerage network refers to: - 2 schools – in total 6 sanitary rooms;	60 days from the date of contract signing
4.	Design of site’s General Plan, including WWT plant, sewerage network and connected public facilities, as well as, possible extension area in the proximity of 30 m.	60 days from the date of contract signing
5.	Design of the fire and environment protection measures	60 days from the date of contract signing
6.	Geodesic and Geological Surveys; Hydrogeological calculation;	60 days from the date of contract signing
7.	Technical/Ecological Expertise by the verification department	90 days from the date of contract signing
8.	Verification of the designs and Bill of Quantities by independent Authorized/Licensed Experts	90 days from the date of contract signing
9.	Detailed Design Author’s Supervision during the construction period	N/A

**Particular requirements for the deliverable items of Site 1:**

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

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

The WWT plant shall be of up-to-date technology; capacity of Plant shall be calculated based on the initial data, obtained from the community’s LPA, and proposed by Contractor in the design documentation;

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

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

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

**F4. Site 2: "Construction of a new public potable water supply point, in the village Salcia, r. Taraclia"**

<b>Item No.</b>	<b>Description/Specification of Services</b>	<b>Delivery Date</b>
<b>1.</b>	Detailed design of a potable Water Access Point (WAP)/ building incl. design of water cleaning technology and structural design; design of heating and ventilation, internal sewerage system, electricity, lighting, automation and control system;  Capital building –one level building, area – (7-9) square meters one door, gable type of roof covered with metal tile; Water supply capacity – min. 1m <sup>3</sup> /day; 0.1m <sup>3</sup> /hour Water cleaning technology - "Osmos" or similar; Standards – EU/National standards	60 days from the date of contract signing
<b>2.</b>	Detailed design for connection of WAP to existing sewerage structure or Design of a new one (if required); Detailed design of a new shadow well, diameter 600-1000mm, h=10m; connection water supply net, l=20m, and community power supply net;  Pipes: Water - PE 80 pipes and Sanitation - PVC pipes; Well structure – typical prefabricated concrete elements -KЦ; Self-supported isolated electric conductors CIA-2A; Cable of type СИП 2*25 mm <sup>2</sup>	60 days from the date of contract signing
<b>3.</b>	General Plan of the new WAP plant and land arrangement, including outside area in the proximity of 20 m	60 days from the date of contract signing
<b>4.</b>	Design of the fire and environment protection measures;	60 days from the date of contract signing
<b>5.</b>	Geodesic (0.2ha) and Geological Surveys;	20 days from the date of contract signing
<b>6.</b>	Technical/Ecological Expertise by the verification department;	90 days from the date of contract signing
<b>7.</b>	Bill of quantities (BOQ), complete for all items of work with detailed description for each item;	60 days from the date of contract signing
<b>8.</b>	Verification of the designs by independent Authorized / Licensed Experts;	90 days from the date of contract signing
<b>9.</b>	Design Author's Supervision during the construction period;	N/A

**Particular requirements for the deliverable items of Site 2:**

**Item 1** Detailed design of potable water access point (WAP) will commonly include a narrative memo with overall description of project technical solutions, selected water cleaning up-to-date technology, calculations of water cleaning plant capacity, particular requirements, technical specifications and referring standards, seismicity, development of recommendations for maintenance and operation, etc.;

**Item 2** This item will particularly include: external water supply and power supply nets' plans, external sewerage system plan and profile; technical specifications and volumes of proposed materials and structures (materials should be modern, sustainable and environmentally clean);

**Item 3** General Plan of the new WAP, developed with 1:500 scales, will include first geographical placement and land arrangement solutions, incl. WAP sanitary zone and outside area in the proximity of 20 m; Architectural concept/terms shall be based on the Urbanistic Certificate for design, obtained according to national legislation.

**Item 5** Geological survey shall be basically done in the area where WAP will be placed; Geodesic survey shall mainly provide information on geographical/urban placement of WAP vs neighbor existing buildings and other urban structures, as well as, information on existing underground and/or air infrastructure such as: water, gas, power supply nets;

**Item 7** Critical requirement!!! 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 9** Author's Supervision during the construction period will, also, include contractor's participation at preliminary and final commissioning of completed works procedures

### **F3. Site 3: "Capital rehabilitation of street lighting in the villages of comm. Albota de Jos, d. Taraclia"**

<b>Item No.</b>	<b>Description/Specification of Services</b>	<b>Delivery Date</b>
<b>1.</b>	Detailed design for capital rehabilitation of street lighting nets including: - technical solutions for 6 connection points of project street lighting branches to "Union Fenosa" - 0.4kV power nets; - street lighting nets with technical specifications, quantities and plans with distribution of street lighting lamps;  Overall length of street lighting nets – 12km; Materials and equipment – EU / National standards: Cable – modern CIP type; Street lighting lamps - LED lamps, type LEAF, Bridgelux or equivalent, with capacity - 60W;	60 days from the date of contract signing
<b>2.</b>	General Plan with rehabilitated street lighting nets;	60 days from the date of contract signing
<b>3.</b>	Design of Organization of Construction site	60 days from the date of contract signing
<b>4.</b>	Design of environment protection measures;	60 days from the date of contract signing
<b>5.</b>	Geodesic/land survey (2.0 ha);	20 days from the date of contract signing
<b>6.</b>	Bill of quantities (BOQ), complete for all items of work with detailed description for each item;	60 days from the date of contract signing
<b>7.</b>	Verification of the designs by independent Authorized / Licensed Experts;	90 days from the date of contract signing
<b>8.</b>	Design Author's Supervision during the construction period	N/A

**Particular requirements for the deliverable items of Site 3:**

**Item 1** Detailed Design of capital rehabilitation of existing street lighting networks particularly includes design of a new power connection points, according to Technical Conditions (TC) issued by “Gas Natural Fenosa” SRL., design of CIP cable air nets fixed on the typical concrete pillars, fixing of street lighting lamps technical solutions; Architectural concept/terms shall be based on the Urbanistic Certificate for design, obtained according to the national legislation. A narrative memo with overall description of project compartments, calculations, selected materials, reference to technical norms and standards, technical specifications, etc., will also be part of this item; ***Important:** Contractor shall coordinate with beneficiary LPA number and distribution of lamps;*

**Item 2** This plan will particularly cover the community street lighting area, developed with 1:500 scales, and short description of new lighting system of streets and existing buildings, as well as, technical specifications and compliance with particular EU/National standards.

**Item 3** This particular design documentation shall consider mainly, but not limited to, recommendations for organization of construction works, while replacing existing street lighting structures and materials with new ones, without disturbing community normal life processes.

**Item 5** Geodesic survey shall mainly provide information on geographical/urban placement of street lighting nets vs the existing buildings and other urban structures, as well as, information on existing underground and/or air infrastructure water, gas, power supply nets, etc.;

**Item 6** Critical requirement!!! 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 8** Author’s Supervision during the construction period will, also, include contractor’s participation at preliminary and final commissioning of completed works procedures

#### **F5. Site 4: “Capital rehabilitation of community cultural centre in the village Cismichioi, UTAG”**

<b>Item No.</b>	<b>Description/Specification of Services</b>	<b>Delivery Date</b>
<b>1.</b>	<p>Detailed design for Overhaul (capital rehabilitation) of the Cultural Centre, including:</p> <ul style="list-style-type: none"> <li>- building quantity survey (planning drawings);</li> <li>- architectural, structural and construction solutions;</li> <li>- strengthening of roof structure and replacement of covering;</li> <li>- internal decoration schedule and new floors;</li> <li>- gas boiler plant, heating and ventilation;</li> <li>- internal water supply, sewerage system and sanitation;</li> <li>- electricity, lighting, automation and security and fire control systems;</li> <li>- building envelope energy saving solutions;</li> </ul> <p>Cultural centre yard surface – 3100 m<sup>2</sup>;  Typical, one - stored building; h=5-8m; S=1250.0m<sup>2</sup>; 500 seats;  Roof surface – 1750.0m<sup>2</sup>;</p>	60 days from the date of contract signing
<b>2.</b>	<p>Detailed drawings/solutions for connection to existing water supply and power supply nets; sewerage system;</p> <p>Water - PE 80 pipes; sanitation - PVC pipes;  Self-supported isolated electric conductors CIA-2A; Cable type - СИП 2*25 mm<sup>2</sup> (by case);</p>	60 days from the date of contract signing
<b>3.</b>	Design of site General Plan and in yard land arrangement;	60 days from the date of contract signing

4.	Detailed Design of Organization of Construction site	60 days from the date of contract signing
5.	Design of the fire and environment protection measures;	60 days from the date of contract signing
6.	Project site geodesic survey (0.3ha);	20 days from the date of contract signing
7.	Technical Expertise by relevant state verification department;	90 days from the date of contract signing
8.	Bill of quantities (BOQ), complete for all items of work with detailed description for each item;	60 days from the date of contract signing
9.	Verification of the designs and Bill of Quantities by independent Authorized / Licensed Experts;	90 days from the date of contract signing
10.	Detailed Design Author's Supervision during the construction period;	N/A

#### **Particular requirements for the deliverable items of Site 4:**

**Item 1** Detailed Design of capital rehabilitation of existing Cultural Centre particularly includes design of a new slope roof of tile style steel sheets, design of strengthening wood bearing structure; exterior rain water drainage system from the roof; technical investigation/expertise of building; total renovation of internal and external decorations, including energy saving measures; replacement of existing floors with laminate ones in public activities rooms and ceramic tiles in corridors, sanitary rooms, etc.; replacement of windows and doors with PVC, MDF, wood ones (by case); design of access ways for disabled people to get inside the building. A narrative memo with overall description of project compartments, calculations, selected equipment and materials, reference to technical norms and standards, technical specifications, etc., will also be part of this item;

***Important:** Contractor shall elaborate and coordinate with beneficiary minimum 3 options of building external decoration.*

**Item 2** This item will particularly consist of a plan and short description of connections of Cultural Centre to existing community water supply, sanitation, gas and power supply nets, as well as, technical specifications and compliance with particular EU/National standards.

**Item 3** General Plan, developed with 1:500 scales, will include placement of Cultural Centre with auxiliary buildings, exterior water and sanitation, gas and power supply infrastructure, land arrangement inside the yard. Architectural concept/terms shall be based on the Urbanistic Certificate for design, obtained according to the national legislation.

**Item 4** This particular design documentation shall consider mainly, but not limited to, recommendations for organization of construction works, while building a new roof and carrying out internal and outside construction works, without disturbing occupational process.

**Item 6** Geodesic survey shall mainly provide information on geographical/urban placement of kindergarten vs the existing buildings and other urban structures, as well as, information on existing underground and/or air infrastructure water, gas, power supply nets, etc.;

**Item 8** Critical requirement!!! 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 10** 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 community action groups, as well as, Urbanistic Certificates for design work, issued for each site by the beneficiary Local Public Authorities.

*First drafts, schemes and proposed architectural and technical solutions*, elaborated by the designers, shall be coordinated jointly with community action groups, mayoralities and EU SARD program 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 contractors, jointly with mayoralty and at the contractors' initiative.

### *Buildings:*

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

Climate zone - III B;

Snow loading - 500 Pa/m<sup>2</sup>;

Wind loading - 350 Pa/m<sup>2</sup>;

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<sup>5</sup>

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>6</sup>)*

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-17/01451**

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

Item No.	Description/Specification of Services	Quantity	Latest Delivery Date	Unit Price (USD)	Total Price (USD)
	<b>LOT #1</b>				
	<b><u>Site #1 - village Chirsova, UTAG</u></b>				
1	Detailed design of a new sewerage network	1			
2	Detailed design of a modern wastewater treatment plant	1			
3	Detailed design of schools sanitary rooms	1			
4	Design of site's General Plan	1			
5	Design of fire and environment protection	1			
6	Geodesic and Geological Surveys;	1			
7	Technical/Ecological Expertise	1			
8	Verification of the designs and Bill of Quantities by independent Authorized/Licensed Experts	1			
9	Detailed Author's Supervision	1			
	Total Site #1				
	<b><u>Site #2 - village Salcia, r. Taraclia</u></b>				
1	Detailed design of Water Access Point (WAP)	1			
2	Detailed design connection of WAP to sewerage structures, shadow well and connection water supply net, and power supply net;	1			
3	General Plan of the new WAP plant	1			
4	Design of fire and environment protection	1			
5	Geodesic (0.2ha) and Geological Surveys;	1			
6	Technical/Ecological Expertise	1			
7	Bill of quantities (BOQ)	1			
8	Verification of the designs by independent Authorized / Licensed Experts;	1			
9	Design Author's Supervision	1			
	Total Site #2				
	<b>TOTAL LOT #1</b>				
	<b>LOT #2</b>				
	<b><u>Site #3 - village Albota de Jos, d. Taraclia</u></b>				
1	Detailed design of street lighting nets, including connection points to Union Fenosa power nets	1			
2	General Plan with rehabilitated street lighting	1			
3	Design of Organization of Construction site	1			

<sup>5</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>6</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

4	Design of environment protection measures	1			
5	Geodesic/land survey	1			
6	Bill of quantities (BOQ)	1			
7	Verification of the designs by independent Authorized / Licensed Experts;	1			
8	Design Author's Supervision	1			
	Total Site #2				
	<b>TOTAL LOT #2</b>				
	<b>LOT #3</b>				
	<b><u>Site #4 – Village Cismichioi, UTAG</u></b>				
1	Design for rehabilitation of Cultural Centre	1			
2	Detailed solutions for connection to exterior water, gas, sewerage and power supply nets	1			
3	Design of General Plan and land arrangement	1			
4	Design of Organization of Construction site				
5	Design of the fire and environment protection	1			
6	Project site geodesic survey	1			
7	Technical Expertise	1			
8	Bill of quantities (BOQ)	1			
9	Verification of the designs and Bill of Quantities	1			
10	Design Author's Supervision during execution	1			
	Total Site #4				
	<b>TOTAL LOT #3</b>				
	Add: Other Charges (pls. specify)				
	<b>Total Final and All-Inclusive Price Quotation</b>				

**TABLE 2: Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

*[Name and Signature of the Supplier's Authorized Person]*

*[Designation]*

*[Date]*



**UNDP  
GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

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

**8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

## **9.0 ENCUMBRANCES/LIENS:**

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

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

## **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

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

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

### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

**13.1** The recipient (“Recipient”) of such information shall:

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

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

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

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

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

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

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

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

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

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

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

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

### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

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

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

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

## **15.0 TERMINATION**

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

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

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

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

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

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

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

## **21.0 OBSERVANCE OF THE LAW:**

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

## **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

## **23.0 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.