

## **REQUEST FOR QUOTATION (RFQ)**

NAME & ADDRESS OF FIRM:	DATE: 28 April 2017
	REFERENCE: RfQ17/01502

Dear Sir / Madam:

We kindly request you to submit your quotation for provision of design services, estimation of costs and other related professional services, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 3.

Quotations may be submitted on or before **12 May 2017, 12.00 (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

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note <u>"RfQ17/01502: Designing services"</u>.

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)	4 Buianov Str., Singerei, Republic of Moldova
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	⊠ 30 calendar days from the signing of Institutional Contract
Delivery Schedule	⊠Required
Preferred Currency of Quotation	⊠United States Dollars

	Reference date for determining UN Operational Exchange Rate: 12 May 2017, https://treasury.un.org/operationalrates/OperationalRates.php				
Value Added Tax on Price Quotation	✓ Must be exclusive of VAT and other applicable indirect taxes				
After-sales services required	☐ Others: Project supervision by the author(s) of design(s) (supraveghere de autor)				
Deadline for the Submission of Quotation	12 May 2017, 12:00 (Moldova local time)				
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☑ English ☑ Others: Romanian or Russian				
Documents to be submitted	<ul> <li>☑ Duly Accomplished Form as provided in Annex 3, and in accordance with the list of requirements in Annex 1 and Annex 2;</li> <li>☑ Offeror's portfolio, including company profile (short info up to 3 pages) and illustrations of similar projects;</li> <li>☑ Copy of Company's Registration Certificate and Annex;</li> <li>☑ Copy of License attesting the right to develop designs for all categories of works specified in Annex 1 "Terms of Reference" and Annex 2 "Technical Requirements" (Caiet de Sarcini);</li> <li>☑ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Offeror, if any;</li> <li>☑ Statement of Satisfactory Performance from the Top two (2) Clients in terms of Contract Value for the past three (3) years;</li> <li>☑ List of qualified key personnel, together with CVs and professional licenses/certificates/authorizations, valid at the date of submission of quotation. Minimum requirements for the eligibility of personnel:         <ul> <li>(a) at least three (3) years of professional experience as certified (attested) specialist for architects, designers and/or engineers;</li> <li>(b) proven experience in completing at least three (3) similar projects in terms of types and volume of works;</li> <li>☑ List of completed and/or ongoing contracts for technical design services for the past three (3) years, indicating beneficiary, contract amount, period of execution;</li> <li>☑ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN</li> </ul> </li> </ul>				
Period of Validity of Quotes starting the Submission Deadline Date	Ineligibility List.  ☑ 60 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	⊠ Not permitted				
Payment Terms	⊠ 90% upon full completion and acceptance of designing services and cost estimates; 10% after the completion of building rehabilitation/reconstruction and commissioning of works.				
Liquidated Damages	o.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	Minimum qualification criteria (failure to comply with these requirements will constitute a reason for disqualification):				

	<ul> <li>☑ Technical responsiveness/Full compliance to requirements, as described below in Annex 1, and lowest price¹;</li> <li>☑ Availability of license attesting the right to develop design for all categories of works specified in Annex 1 "Terms of Reference" and Annex 2 "Technical Requirements";</li> <li>☑ Minimum five (5) years of experience in providing designing services;</li> <li>☑ Minimum three (3) similar contracts (provision of design services, estimation of costs and other related professional services) completed by the Bidder as the main contractor during the last three (3) years;</li> <li>☑ Full acceptance of the PO/Contract General Terms and Conditions;</li> <li>☑ Maximum delivery period not to exceed 30 calendar days upon signature of contract;</li> <li>☑ Availability of qualified personnel, duly certified/licensed/authorized, meeting the minimum requirements:</li> <li>(a) at least three (3) years of professional experience as certified (attested) specialist for architects, designers and/or engineers;</li> <li>(b) proven experience in completing at least three (3) similar projects in terms of types and volume of works.</li> </ul>
UNDP will award to:	☑ One and only one supplier
Type of Contract to be Signed	☐ Institutional Contract
Special conditions of Contract	☐ Cancellation of Contract if the commencement is delayed by 20 calendar days
Conditions for Release of	☐ Written Acceptance of Services based on full compliance with RfQ
Payment	requirements
	☐ Terms of Reference (Annex 1)
	☑ Technical requirements (Annex 2)
	☑ Form for Submission of Quotation (Annex 3)
Annexes to this RFQ	☐ General Terms and Conditions (Annex 4).
	Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
	Alexandru Cocirta, Project Manager
	alexandru.cocirta@undp.org
Contact Person for Inquiries (Written inquiries only)	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.

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<sup>&</sup>lt;sup>1</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.

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: <a href="http://www.undp.org/procurement/protest.shtml">http://www.undp.org/procurement/protest.shtml</a>.

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: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>.

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Corneliu/Martinuc,
Head of Procurement Unit

#### **TERMS OF REFERENCE**

## Structural and interior designs and cost estimates for the rehabilitation/reconstruction of a police station in Singerei city

#### **Background**

The reform of Police became one of the major goals of the Moldovan Government which pursues to increase the efficiency of Police and the level of the population's trust in Police. The Police Development Strategy 2016-2020 aims at establishing a Police force serving the interests of citizens and community. This document sets the reform direction the Police should follow during the upcoming years with a focus on modernization of Police operation, increasing efficiency, accountability and transparency, strengthening the crime response capacities and mainstreaming the respect for human rights in Police activity.

The commitment to change the way police officers operate and to bring them closer to the community is one of the priorities of the Police Development Strategy. Community based policing is a concept and a model of institutional modernization of police, wherein the police force becomes more responsive to the needs of the community it serves. Within this concept the police and the community form a partnership to solve local problems, provide security and safety, prevent and deter crime, and report suspicious activities. They relate to each other as partners; not adversaries. The partnership between the police and community will be the basis for public interaction with the police and restore the community's confidence in the police officers' ability to be an effective, professional law enforcement body.

The goal of this intervention is to strengthen the police's ability to deter and prevent crime by establishing a partnership with the surrounding community.

#### II. Objective of the assignment:

The overall objective of the assignment is to provide professional architectural/engineering/design services with emphasis on the development of complete (structural and interior) design documentation and estimation of costs, required for the reconstruction of building located in Singerei city at 4, Buianov Str., in accordance with the conditions provided in city planning certificate (certificat de urbanism) and technical conditions and requirements.

The contractor will develop the design documentation applying the most efficient technical solutions for proposed capital rehabilitation of the building, based on the type, technical characteristics and specifications of available infrastructure and required scope of rehabilitation/reconstruction works.

The design services will also identify and provide the best opportunities/options for sustainable use, operation and functioning of the rehabilitated/reconstructed infrastructure, proposing modern environmentally friendly and sustainable materials, equipment, technologies, in line with international standards in the fields.

#### III. Target infrastructural project:

Rehabilitation/reconstruction of the Police Station, located in Singerei city at 4, Buianov Str.

#### IV. Design requirements

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

- i. **Statement of Works (SOW)** with narrative description of designed technological solutions, units of the main equipment and materials, technical systems/utilities;
- ii. **Drawings**: Complete detailed construction drawings of all works in sufficient details for tendering, contractual and construction purposes. All drawings shall be presented in .PDF format and on appropriate paper support. All drawings should be clear, sharp, and accurate. Symbols and abbreviations should be defined in a legend.
- iii. **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. **All BOQ shall be verified and cleared by an independent evaluator**;
- iv. **Specifications**: Comprehensive and up to date, in accordance with current best practices, general and special technical specifications for all works and equipment based on internationally accepted standards and sufficient for procurement, installation and construction works;
- v. **Documentation** of all design literature and design calculations for all civil, structural, electrical, automation and mechanical works. Design documentation shall be submitted in 4 hard copies;
- vi. **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.

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

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

- reliable and safe operation of equipment, materials and systems;
- heating system's performance requirements;
- optimal energy efficiency of operation;
- cost efficiency in terms on construction, operation and maintenance;
- compliance with occupational health and safety requirements;
- compliance with environmental protection requirements;
- compliance with accessibility requirements (CP C.01.02-2014).

#### V. Key tasks and expected outputs:

In accomplishing the assignment, the contractor shall be responsible for undertaking all the necessary activities and steps for turning out complete designs and tender documents for rehabilitation/reconstruction and making the envisaged site operational (for more details see the Annex 2 below), including, but not limited to, the following:

- Inspection of premises to determine the volume of rehabilitation/reconstruction works;
- Perform the technical expertise of the building;
- Elaboration and coordination of the general plan, structural designs and engineering of heating system, power and water supply, including low voltage system design;
- Evaluate and update the technical conditions for the connection to the water and electricity grid, sewerage system, natural gas supply, etc. (if necessary);
- Assist the building rights holder to obtain city planning permit (certificat de urbanism), if necessary;
- Obtain health and sanitary permit, and environmental permit, if necessary;
- Assist beneficiary in obtaining the authorization for construction (autorizatia de constructii);
- · Provision of project author supervision;
- Development of bill of quantities and preliminary cost estimates (using the resources method);
- Participate in the preliminary and final commissioning committee.

The social infrastructure project documents are subject for approval by all appropriate authorities (sanitary departments, fire protection departments, environment protection department, department for technical verification and expertise of construction designs, etc.).

The selected contractor shall develop and propose at least three options for the interior design of the reconstructed space, including suggestions concerning the range of colours, furniture and other items of interior design. The proposed options shall be subject to coordination and approval.

The cost estimates (using the resources method) for construction of all project components will be developed based on the approved technical and interior designs. Cost estimates and bill of quantities shall be subject to verification and clearance by an independent authorized/licensed evaluator/expert. Verification and clearance costs shall be borne by the Contractor.

The contractor assumes the obligation 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 request (via e-mail) from the Project.

#### V. Implementation timeframe

The contract implementation period shall be divided in two phases:

- I phase designing and estimation of costs not exceed 30 calendar days from the moment of signature of the Contract by the selected Offeror;
- **II phase** author supervision of rehabilitation/reconstruction works by the end of building rehabilitation/reconstruction and commissioning of works.

## VI. Deliverables:

The selected contractor is expected to provide the next deliverables (including electronic version):

- a) Cost estimates (using the resources method);
- b) Bill of quantities (list of quantities);
- c) Technical drawings approved by appropriate authorities, submitted in 4 hard copies;
- d) At least three options for the interior designs.

<u>Important</u>: To submit diligent quotations, Offerors are encouraged to inspect the condition of premises subject to rehabilitation/reconstruction. In this respect, UNDP Moldova will organize a field visit to the construction site on 04 May 2017, at 11:00. Representatives of all interested Offerors are invited to attend. To confirm participation, please, send a message to Anna Soltan (<u>anna.soltan@undp.org</u>) by COB on 02 May 2017. If no confirmations will be received by the deadline indicated above, the field visit will be cancelled.

#### **CAIET DE SARCINI**

- **1. Obiectul**: Servicii de elaborare a documentației de proiect pentru reabilitarea și replanificarea edificiului sectorului de poliție din or. Sângerei.
  - 2. Beneficiar: Inspectoratul de Politie Singerei.
  - 3. Sursa de finanțare: PNUD Moldova.
- 4. Scopul: Achiziționarea serviciilor de elaborare a documentației de proiect pentru reabilitarea/reconstructia edificiului unui sector de politie (în continuare SP) și replanificarea unor spații în vederea creării unui serviciu polițienesc modern, în baza principiilor poliției comunitare, în măsură să răspundă pro-activ și în mod egal la nevoile cetățenilor și ale societății în ansamblu.
  - 5. Descrierea generală
  - 5.1. Amplasament: orașul Sângerei, strada Buianov nr. 4.
  - 5.2. Faza de proiectare: proiect de execuție (PE)
- **5.3.** Conținutul-cadru al documentației de proiect: volum complet în corespundere cu normativul național NCM A. 07.02-99, NCM C.01.02-99 și anume:
  - 5.3.1. Arhitectura și compartiment Plan general;
  - 5.3.2. Tehnologia;
  - 5.3.3. Rezistența;
  - 5.3.4. Rețele inginerești interioare:
    - a) încălzire și ventilare;
    - b) alimentare cu apă și canalizare;
    - c) echipament electric;
    - d) telecomunicatii, inclusiv internet;
    - e) semnalizare antiincendiară;
  - 5.3.5. Schiţa de proiect (2D/3D);
  - 5.3.6. Proiectul de execuție;
  - 5.3.7. Design interior cu amplasarea mobilierului destinat activității SP;
  - 5.3.8. Deviz;
  - 5.3.9. Memoriu explicativ;
  - 5.3.10. Proiectul de organizare a construcției.
- **5.4.** Sarcini şi Responsabilități: Compania de proiectare va fi responsabilă pentru realizarea următoarelor sarcini:
- a) obținerea Condițiilor tehnice de racordare la rețelele edilitare (apa / canalizare /electricitate / gaze naturale etc.);
  - b) executarea lucrărilor de măsurare;
  - c) elaborarea studiului topografic;
  - d) elaborarea studiului geotehnic, daca este necesar;
  - e) expertiza tehnica a clădirii;
- f) elaborarea compartimentelor de baza ale proiectului de execuție (soluții arhitecturale / rezistența);
  - g) proiectarea sistemului de încălzire și ventilare;
  - h) proiectarea rețelelor de apă și canalizare interioare și exterioare;
  - i) proiectarea rețelei de telecomunicații (telefonie, internet / intranet);

- j) proiectarea rețelelor interioare de alimentare cu gaze naturale;
- k) proiectarea rețelelor exterioare si interioare de energie electrică;
- l) proiectarea sistemelor de pază și siguranța antiincendiară;
- m) proiectarea accesului pentru persoane cu nevoi speciale;
- n) proiectarea centralei termice pe gaz natural și / sau combustibil de alternativă;
- o) proiectarea amenajării teritoriului adiacent;
- p) elaborarea documentației de deviz;
- q) coordonarea și aprobarea proiectului cu autoritățile de resort;
- r) realizarea supravegherii de autor;
- s) participarea în cadrul comisiilor de recepție la terminarea lucrărilor și de recepție finală cu prezentarea avizului în modul stabilit;
- t) alte lucrări necesare pentru implementarea cu succes a proiectului în conformitate cu Legea nr. 721 din 02.02.1996 privind calitatea în construcții.

#### **6.** Informații și proiectare

**6.1.** Parametrii tehnici ai obiectului: Construcție in 2 nivele, suprafața la sol – 192,2 m², amplasată pe un teren de 0,1069 ha.

#### **6.2.** Capacitatea sediului SP:

- 6.2.1. conform structurii organizatorice și numărului de personal;
- 6.2.2. informația se va furniza de către IP teritorial, la solicitarea proiectantului și va viza angajații ai căror regim de activitate presupune și lucrul de birou;
- 6.2.3. spațiul destinat activității angajaților va respecta normele igienico-sanitare instituite, care are în dotare și tehnica de calcul;
- 6.2.4. spațiul destinat deservirii cetățenilor în condiții de confidențialitate, de cel puțin o persoană fizică raportat la un angajat cu activități de birou;
  - 6.2.5. birourile și spațiile de utilitate vor fi amplasate pe două nivele;
  - 6.2.6. spaţiul în birouri va prevedea prezenta mobilierului, după cum urmează:
    - a) masă de serviciu pentru fiecare angajat;
    - b) scaun-fotoliu pentru fiecare angajat;
    - c) scaun vizitator 1 la fiecare angajat;
    - d) dulap pentru documente 1 la 2 angajaţi;
    - e) safeu metalic pentru păstrarea documentelor 1 la 2 angajați.

#### **6.3.** Cantitatea și tipurile de încăperi:

- 6.3.1. hol sau sală de așteptare spațioasă, pentru cetățeni în care să poată fi amplasate fotolii, masă pentru reviste, un televizor de perete;
- 6.3.2. încăpere pentru nevoile de alimentare, odihnă a angajaților, în care să poată fi amplasat un dulap pentru alimente şi veselă, chiuvetă, un frigider, o masă, 4 scaune, canapea, cuptor cu microundă, fierbător / ceainic;
- 6.3.3. biroul pentru audierea în condiții de confidențialitate a persoanei, în care să existe condiții de amplasare a unei mese de lucru, unui scaun-fotoliu şi 4 scaune pentru vizitatori, a unui dulap pentru documente şi a unui calculator;
- 6.3.4. biroul de serviciu al conducătorului SP mobilat cu o masă, fotoliu, cel puțin 6 scaune, dulap pentru documente, safeu metalic;
  - 6.3.5. birourile de serviciu ale angajaților de execuție. Se pot prevedea două ipoteze de amenajare:
- a) un birou-sală pentru un număr mare de angajați, cu respectarea cerințelor normative, cu spatii delimitate prin panouri;
  - b) birouri a câte 1, 2 sau 3 angajați.
- 6.3.6. sală multifuncțională (şedințe, instruiri, mediere, etc.) cu capacitatea de la 20 la 40 persoane fizice concomitent, cu scaune corespunzător și mese multifuncționale de la 2 la 4 unități, după caz;
- 6.3.7. galerie de trecere (coridor) spațioasă asigurând deschiderea uşoară a uşilor, fără a bloca sau stingheri trecerea liberă;

- 6.3.8. bloc sanitar, accesibil pentru persoanele cu dizabilitati:
- a) capacitatea de deservire a angajaţilor şi vizitatorilor (lavoar, closet, pisoar, oglindă);
- b) cabina de duş pentru angajaţi;
- 6.3.9. încăpere de păstrare a echipamentului special şi uniformei de serviciu, mobilat cu dulapuri individuale pentru haine, câte unul pentru fiecare angajat şi un scaun-bancă, cu amenajarea unui loc destinat îngrijirii încălțămintei;
  - 6.3.10. încăpere de depozitare (debara) pentru unelte de salubrizare.

#### **6.4.** Cerințe speciale:

- 6.4.1. spațiile de acces pentru public, inclusiv acces pentru persoanele cu dizabilități;
- 6.4.2. spațiile să aibă un aspect prietenos, asigurând maximă luminozitate, transparență, accesibilitate și condițiile de ambianță potrivit sezoanelor timpului.

#### 6.5. Standardizarea fațadei exterioare:

- 6.5.1. scările de acces și pragurile să respecte accesibilitatea ușoară inclusiv pentru persoanele cu dizabilități locomotorii;
  - 6.5.2. uşile de acces să fie largi, cu aspect prietenos;
- 6.5.3. aspectul de culoare unică a fațadei SP şi amplasării elementelor de identificare, se vor stabili conform temei de proiect.

#### 6.6. Proiectul de sistematizare a terenului adiacent sediului SP:

- 6.6.1. spațiu de parcare a automobilelor, pavat și cu marcaj corespunzător cu capacitatea de parcare a minim 2 automobile;
  - 6.6.2. un loc special cu dotarea tehnică pentru parcarea bicicletelor pentru cel puțin 5 unități;
  - 6.6.3. cale de acces spre intrarea în sediul SP, ce face legătură cu drumul public;
- 6.6.4.spaţiul verde cu arbori şi vegetaţie ierboasă în fata sediului, asigurând vizibilitatea faţadei sediului;
  - 6.6.5. cel puţin două banchete de exterior pe marginile căii de acces spre sediu SP;
  - 6.6.6.amenajarea spaţiului de joacă pentru copii.
  - **6.7.** Soluțiile arhitectural volumetrice și planimetrice să se conformeze la criteriile:
  - 6.7.1. de respectare a exigențelor normative urbanistice, tehnice, sanitare-igienice și antiincendiare;
- 6.7.2. de asigurat accesibilitate pentru persoanele cu dizabilități la elementele funcționale și de sistematizare ale SP, terenului aferent, de intrare, comunicații, căi de evacuare etc., în conformitate cu normativele stabilite.
  - 7. Cerințe privind materiale de finisare, reglementări tehnice și standarde utilizate.

## **7.1.** Finisajul pereților exteriori / interior:

- 7.1.1. Soclul plăci de teracotă pentru exterior (culoarea pigmentului conform paşaportului coloristic, coordonat în modul stabilit);
- 7.1.2. Pereții exteriori termoizolare conform cerințelor normative, tencuială decorativă (culoarea pigmentului conform paşaportului coloristic coordonat în modul stabilit).
- 7.1.3. Finisajul încăperilor se va efectua conform cerințelor normative în vigoare, inclusiv şi conform cerințelor igienice și sanitare.

#### **7.2.** Geamurile şi uşile exterioare:

- 7.2.1. profil de aluminiu, sticlă "Termopan" în conformitate cu normativele în vigoare. Se vor aplica în proiect materiale, tehnologii moderne pentru elemente de închidere. Se vor utiliza numai materiale certificate sau agrementate.
  - 7.2.2. geamurile de la nivelul unu se vor prevedea cu sisteme de rolete, cu zăvorire din interior;
  - 7.2.3. uşa de acces se va prevedea cu sisteme de rolete, cu zăvorire din exterior.

- 7.3. Acoperișul în șarpantă,
- 7.3.1. învelitori din țiglă metalică profilată pe astereală de lemn;
- **7.4.** Izolațiile, hidrofuge, fonice şi termice vor fi prevăzute conform normativelor în vigoare. Se vor utiliza materiale termoizolante ca să asigure parametrii necesari de conservare a energiei.
  - **7.5.** Pavajul şi amenajarea de landşaft:
- 7.5.1. Calea de acces de la drumul public spre intrarea în sediul SP se va pava cu blocuri de pavaj din beton (culoarea conform paşaportului coloristic și coordonat în modul stabilit).
- 7.5.2. Pavajul spațiului pentru parcarea transportului se va realiza cu material de pavaj prevăzut cu orificii pentru gazon.
- 7.5.3. Amenajarea de landşaft va include soluții de plantare a arborilor de talie mică, arbuştilor decorativi, spațiului floristic și de gazon.
  - 8. Parametri de calcul a elementelor constructive
  - **8.1.** Seismicitatea se va stabili de către proiectant.
  - 8.2. Structura de rezistentă:

Soluțiile de consolidare se vor stabili cu respectarea normativelor în construcții, adoptate în baza expertizei tehnice.

- 9. Soluțiile tehnice pentru infrastructura edilitară
- **9.1.** Alimentarea cu energie electrică: de prevăzut executarea rețelelor electrice şi corpurilor de iluminat, conform normativelor în construcții, avizului de racordare şi cerințelor Certificatului de urbanism.
- **9.2.** Comunicații telefonice: de prevăzut legătura telefonică, radio, semnalizarea de pază și incendiu, conform normativelor în construcții, condițiilor tehnice pentru racordare și cerințelor Certificatului de urbanism.
- **9.3.** Comunicații internet: de prevăzut legătura internet prin fibră optică sau cablu, rețeaua internă pentru a asigura interconexiunea computerelor şi echipamentului periferic, conform normativelor în construcții, condițiilor tehnice pentru racordare și cerințelor Certificatului de urbanism.
- **9.4.** Alimentare cu apă și canalizare: proiectare rețelelor din interiorul clădirii a apeductului și canalizație conform normelor în vigoare, cu instalarea contorului de evidență;
  - 9.4.1. apa caldă autonom;
  - 9.4.2. canalizarea din interiorul clădirii de executat din țevi PVC.
  - 9.4.3. evacuarea apelor reziduale spre rețelele centralizate de canalizare, conform condițiilor tehnice.
  - 9.4.4. apeductul din interiorul clădirii din țevi din metaloplast pentru apă potabilă.
  - 9.5. Evacuarea apelor pluviale sistem de jgheaburi și burlane conform normativelor.
  - **9.6.** Încălzire și ventilare:
- 9.6.1. proiectarea sistemului de încălzire pe gaz, de la sursa de gazificare existentă şi în baza condițiilor tehnice, conform normelor în vigoare, cu instalarea contorului de evidență;
  - 9.6.2. ventilarea va fi asigurată conform normativelor sanitare;
  - 9.6.3. menținerea temperaturii în spații de muncă conform normativelor sanitare.

Ofertanții vor examina obiectul până la licitație și vor înainta oferta care va conține toate costurile necesare realizării procesului de proiectare. Lucrări suplimentare nu se vor accepta.

# FORM FOR SUBMITTING SUPPLIER'S QUOTATION (This Form must be submitted only using the Supplier's Official Letterhead/Stationery)

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. RfQ17/01502:

## Table 1: Offer to Provide Services Compliant with Schedule of Requirements

Desc	ription of Activity/Item	Total Estimated Amount in USD (VAT excluded)
1	Designing services (technical designs and interior designs)	
2	Technical expertise of building	
3	Verification of designs and Bill of Quantities by independent authorized/licensed experts	
4	Author supervision of rehabilitation/reconstruction works	
5	Other costs (please specify)	
	Total	

## Table 2: List of qualified key personnel

#	Name	Education	Work experience	Role in contract
				implementation
1				Team leader
2				Architect
3				Civil works engineer
4				Electric engineer
5				HVAC (Heating,
				Ventilation and Air
				Conditioning)
				Engineer

## Table 3: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our	Your Responses		
Quotation are as follows:	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time			
Warranty and After-Sales Requirements			
a) Project supervision by the author(s) of design(s) (supraveghere de autor)			
Validity of Quotation: 6o 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]

## 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 subcontractors 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.
- 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 (6o) 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, interalia 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.
- 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.