



REQUEST FOR QUOTATION (RFQ)
(Works)

NAME & ADDRESS OF FIRM:	DATE: 24 July 2017
	REFERENCE: RfQ17/01568

Dear Sir / Madam:

We kindly request you to submit your quotation for **Repair works at the Fire and Rescue Unit PS № 58** from Copanca village, Causeni district, as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by this document and its attachments.

Documents uploaded in the system as part of your quotation 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 is submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest

password: why2change

and follow the registration steps as specified in the system user guide, as well as Appendixes A and B.

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

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	Copanca village, Causeni district, 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"/> 150 days upon signature of Contract by both parties and from the moment the Contractor was given access to construction site
Delivery Schedule	<input checked="" type="checkbox"/> Required - Chart for execution of works (Work Time Schedule) for example GANTT
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes (VAT "0")
After-sales services required	<input checked="" type="checkbox"/> Warranty on Works and materials used for minimum period of 3 years
Deadline for the Submission of Quotation	09 August 2017 (08:00 AM NY time, 15:00 Moldova local time)
A pre-Quotation conference will be held on:	<p>Time: 11:00 (Moldova local time) Date: 31 July 2017 Venue: "Le Roi" Business Centre, #29, Sfatul Tarii Street, room 305 – Conference Room, MD-2012 Chisinau, Moldova.</p> <p>The UNDP focal point for the arrangement is: Liliana CATEROV, Procurement Associate Telephone: +373 (0) 22 839 870 Facsimile: +373 (0) 22 839 869 E-mail: liliana.caterov@undp.org <u>Please, confirm your participation by COB on Friday, 28 July, 2017</u></p>
All documentations, including catalogs, instructions and operating manuals, shall be in this languages	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian or Russian
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Submission Form as provided in Annex 1, and in accordance with the requirements listed in present RfQ; <input checked="" type="checkbox"/> Company profile (short info up to 1 page); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate , including List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation; <input checked="" type="checkbox"/> Copy of License (including Annex to the License) for provision of construction works authorizing each and every type of construction works specified in Bill of Quantities; <input checked="" type="checkbox"/> Income Statement and Balance Sheet for the past two years; <input checked="" type="checkbox"/> Duly filled-in Bill of Quantities (F7), including Unit Price Catalogue (F5) and Resource Schedule (F3) (as per Annex 2); <input checked="" type="checkbox"/> List of completed and/or ongoing contracts for similar construction sites (in terms of works required under <i>Section 3a: Schedule of Requirements and Technical Specifications point 2 Scope of Works</i>) undertaken within the past five (5)

	<p>years, indicating beneficiary (including contact details), contract amount and period of execution;</p> <ul style="list-style-type: none"> ☒ List of specialized equipment, containing information about the model and year of manufacture of each item (Bidders shall indicate whether the equipment is their own or rented): <ul style="list-style-type: none"> – Transportation and specialized equipment units to be confirmed with the rights of ownership or contract of lease and availability of the functioning permit in line with national legislation; – Metrological equipment, and measurement and control units to be confirmed with the metrological certificate; ☒ List of qualified key personnel, together with CVs and professional certificates (valid at the date of presentation); ☒ List of the personnel which will be involved in the reconstruction works, and a written declaration of coverage for social and medical insurance of the proposed staff; ☒ Quality Certificate (availability of ISO2001 etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any. For local companies: the quality manual, full copy, including the Contract with laboratory, or the State Inspection Notice for participation in the tender available on the date of bid submission; ☒ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), in its business practices; ☒ Acceptance Note of works executed (Final Commissioning Reports for local companies) submitted for each of 3 project sites presented as similar experience (as listed in point 32 below) including the contract value (in case it is not mentioned in the Note/Report, please, attach Contract or other document to prove the value of the project site). Contracts without Acceptance Notes (Final Commissioning Reports for local companies) cannot serve prove of similar experience; ☒ Statement of Satisfactory Performance from the top two (2) clients in terms of Contract Value in the past one (1) year (non-dated Statements will not be considered) ☒ Chart for execution of works (Work Time Schedule) for example GANTT; ☒ Written declaration regarding warranty period on works and materials used ☒ Written declaration regarding any past and current litigation during the last five (5) years (in which the bidder is/was involved, indicating the parties concerned, the subject of the
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	<p>litigation, the amounts involved, and the final resolution if already concluded) or lack of such (if the case)</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.</p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 120 days</p> <p>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ¹	<p><input checked="" type="checkbox"/> 20% advance payment</p> <p><input checked="" type="checkbox"/> 80% upon full completion and acceptance of works</p>
Liquidated Damages	0.15% of contract for every day of delay, up to a maximum duration of 60 calendar days. After which UNDP may terminate the contract.
Evaluation Criteria	<p><input checked="" type="checkbox"/> Availability of license for construction works;</p> <p><input checked="" type="checkbox"/> Minimum no. of years of experience in similar contracts (in terms of works required under <i>Section 3a: Schedule of Requirements and Technical Specifications</i> point 2 <i>Scope of Works</i>): 5 (five);</p> <p><input checked="" type="checkbox"/> Average turnover for the past three (3) years shall not be below 150,000 US\$ (in case of consortium applicable for lead company only);</p> <p><input checked="" type="checkbox"/> Minimum no. of similar construction sites (in terms of works required under <i>Section 3a: Schedule of Requirements and Technical Specifications</i> point 2 <i>Scope of Works</i>) in over the past 5 (five) years (in case of consortium applicable for both lead and partner companies): three (3) construction sites with a value not less than 80,000 US\$ each;</p> <p><input checked="" type="checkbox"/> Full compliance of Quotation to the Technical Requirements set in the Bill of Quantities (according to Annex 1);</p> <p><input checked="" type="checkbox"/> Warranty on works and materials minimum three (3) years;</p> <p><input checked="" type="checkbox"/> Demonstrated capacity to implement all activities, including commissioning within maximum 150 calendar days;</p> <p><input checked="" type="checkbox"/> Sufficient human resources capability to qualitatively and timely execute the works – minimum key-personnel:</p> <p style="padding-left: 40px;">(1) One (1) certified construction foreman.</p> <p><input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions;</p>

¹ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

	<p><u>Will serve grounds for disqualification:</u></p> <p><input checked="" type="checkbox"/> Failure to submit one of the following documents:</p> <ul style="list-style-type: none"> • Duly filled-in Submission Form (as per Annex 1); • Duly filled-in Bills of Quantities (F7), including Unit Price Catalogue (F5) and Resource Schedule (F3) (as per Annex 2); • Acceptance Note of works executed (Final Commissioning Reports applicable for national companies) submitted for each of 3 construction sites presented as similar experience (as listed in point 32 above) including the contract value (in case it is not mentioned in the Note/Report, please, attach Contract or Minutes of the reception of works). <u>Contracts without Acceptance Notes (Final Commissioning Reports for local companies) cannot serve prove of similar experience.</u> <p><input checked="" type="checkbox"/> In case, in the submitted Bills of Quantities the following changes will be identified:</p> <ul style="list-style-type: none"> • Changes in codes for works required*; • Changes in the volume of works required*; • Changes in the volumes of resources in the norms of materials, manpower and tools*; • Changes in coefficient for norms*; • Proposing the manpower remuneration below the medium required by the National Legislation in force (besides the situation when a respective proof from relevant authorities is obtained and presented, according to INFORMATION No. 05-1149 of 13.05.2016 on determining the value of construction objects since May 1, 2016 - p. 2 http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=364917). <p>*) When developing BoQs, please be guided by the National Regulatory Framework in Construction as per NCM L.01.01-2012 and Regulation on the procurement of public works (http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=347161 http://mdrc.gov.md/public/files/NCM_L.01.01_PROIECT.pdf http://lex.justice.md/md/295702/).</p> <p>Serious deviations from the provisions of these documents will serve grounds for disqualification.</p>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for civil works
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract if the completion of works is delayed by 60 days

Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Works based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 1) <input checked="" type="checkbox"/> Schedule of Requirements - Bill of Quantities for the works required and respective quantities (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions (Annex 3) <input checked="" type="checkbox"/> Model of Contracts for Works (Annex 4) <input checked="" type="checkbox"/> Appendix A - Instructions to bidders <input checked="" type="checkbox"/> Appendix B - Q&A for bidders Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ²	<i>Liliana CATEROV</i> <i>Procurement & Contracts Associate</i> <i>liliana.caterov@undp.org</i> 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.
Site visit	Offerors are recommended to visit and examine the Site and its surroundings and obtain all information that may be necessary for preparing the Quotation and entering into a contract. Offerors should arrange site visits at their own cost and shall coordinate the site visits with the following contact person from UNDP: <i>Vitalie CRACIUN, Project Officer/ Civil Engineer</i> (vitalie.craciun@undp.org), tel.: +373 22 839-871. Contact person at Fire and Rescue Unit PS № 58 in Copanca village, Causeni district, is <i>Alexandru DUTCA, Head of Unit</i> tel: +373 243 50901, +373 696 99680, alexanderdutca@mail.ru

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

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

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

² *This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.*

by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

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

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

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

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

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

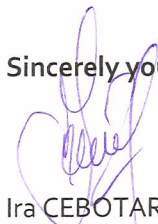
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Ira CEBOTARI
ARR Operations

FORM FOR SUBMITTING SUPPLIER'S QUOTATION³

*(This Form must be submitted **only using the Supplier's Official Letterhead/Stationery**⁴)*

The Proposer is required to prepare and submit:

1. Quotation Form – Price Schedule (Annex 1, Tables 1 & 2);
2. Duly filled-in Bills of Quantities (F7), including Unit Price Catalogue (F5) and Resource Schedule (F3) (as per Annex 2)

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 RFO Reference No. RfQ17/01568:

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

General Price Schedule:		
Description of Activity/Item		Estimated amount in <u>USD</u>, <u>VAT exclusive</u>
1	<i>Repair works at the Fire and Rescue Unit PS № 58 from Copanca village, Causeni district</i>	
TOTAL		

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

[Designation]

[Date]

[Contact details]

Dully stamped

³ This serves as a guide to the Supplier in preparing the quotation and price schedule.

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

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 (<i>works shall be completed within 150 calendar days from the moment the Contractor was given access to the construction site</i>)			
Warranty and After-Sales Requirements			
Minimum three (3) years warranty on works and materials used			
Validity of Quotation <i>120 calendar days</i>			
All Provisions of the UNDP General Terms and Conditions			
Installation Requirements All the works must be carried out in accordance with national/local standards regarding civil works			
Commissioning Preliminary and final commissioning of the works must be initiated by the Supplier			
Technical Support Requirements The contracted company will eliminate any infrastructure damages subject to quality guaranty in maximum one month from the moment of written notification			

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]

Dully stamped

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.
2. **PAYMENT**
 - 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
 - 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
 - 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
 - 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.
3. **TAX EXEMPTION**
 - 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
 - 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.
4. **RISK OF LOSS**

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

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.
6. **FITNESS OF GOODS/PACKAGING**

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

7. INSPECTION
 - 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
 - 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.
8. INTELLECTUAL PROPERTY INFRINGEMENT

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

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

 - 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
 - 9.2 Refuse to accept delivery of all or part of the goods.
 - 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.
10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.
11. ASSIGNMENT AND INSOLVENCY
 - 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
 - 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.
12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

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

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

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

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

laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 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.

20. AUTHORITY TO MODIFY:

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

 MODEL CONTRACT FOR WORKS

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ [INSERT PROJECT NUMBER AND TITLE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform _____ [INSERT SUMMARY DESCRIPTION OF THE WORKS] (hereinafter referred to as the "Works"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Civil Works, _____ [INSERT REVISION NUMBER AND DATE FROM THE CONTRACTS DOCUMENTS LIBRARY], attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) this letter;
- b) the Technical Specifications and Drawings [ref.dated.....], attached hereto as Annex II;
- c) the Contractor's Tender _____ [IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT: including the Priced Bill of Quantities] [ref....., dated], as clarified by the agreed minutes of the negotiation meeting⁵ [dated.....], not attached hereto but known to and in the possession of both parties.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

⁵ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Technical Specifications/Drawings, as appropriate.

2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within ____ [INSERT NUMBER OF DAYS] days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by .././.... [INSERT DATE], in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.
- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by .././.... [INSERT DATE].
- 2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

3. Price and payment

- 3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.
- 3.4 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.
- 3.5 The Contractor shall submit an invoice for _____ [INSERT AMOUNT AND CURRENCY OF THE 1st TRANCHE IN FIGURES & WORDS] upon submission and approval of the detailed Programme of Works and Act of transfer of the project site, invoices for the work performed and materials utilized every 20 to 30 days and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the UNDP Engineer.⁶
- 3.6 UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.
- 3.7 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.

⁶ In the case of advance payments, the amount should not exceed 15%.

- 3.8 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.
- 3.9 All funds paid to the Contractor for works performed under this contract are carried out under the EU funded technical assistance Programme "Support to Confidence Building Measures" implemented by UNDP.
- 3.10 All the financial facilities and exemptions received from authorities, from which the Contractor will benefit in order to perform works under the present contract shall remain the property of UNDP and shall be used for other tasks established by UNDP under the purpose of the present contract.

4. Special conditions⁷

- 4.1 The amounts of the payments referred to under section 3.1 above shall be subject to a deduction of 10 % (ten percent) of the amount accepted for payment. The total amount of deduction cumulated upon completion of works will be paid to the Contractor after 30 (thirty) days from the date when the Final Commissioning Report was signed and transmitted to UNDP and issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.
- 4.2 The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.
- 4.3 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be 0.15% of the price of the Contract per week of delay, up to a maximum of 60 days, after which UNDP may terminate the contract.

5. Submission of invoices

- 5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

⁷ Under this Section, the Programme Officer may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted.

7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

8. Notifications

8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

_____ [INSERT NAME OF RR OR DIVISION CHIEF]
Chief
United Nations Development Programme

Ref. ____/____/____ [INSERT CONTRACT REFERENCE & NUMBER]
Telex: _____
Fax: _____
Cable: _____

For the Contractor:

[Insert Name, Address and Telex,
Fax and Cable Numbers]

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

[Insert Name, Address and Telex,
Fax and Cable Numbers of the Engineer]

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME OF RR or Bureau/Division Director]

For [Insert name of the company/organization]

Agreed and Accepted:

Signature _____

Name _____

Title _____

Date _____