



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 19 March 2018
	REFERENCE: RfQ18/01713

Dear Sir / Madam:

We kindly request you to submit your quotation for the **"Provision of design services for construction works and preliminary costs estimation for reconstruction of National Centre for Judicial Expertise building and roof"**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **30 March 2018, 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 **"RfQ18/01713: Design services for NCJE"**.

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

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

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

Exact Address of Delivery Location (identify all, if multiple)	United Nations Development Programme in Moldova 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> up to 90 calendar days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars

	Reference date for determining UN Operational Exchange Rate: 30 March 2018, https://treasury.un.org/operationalrates/OperationalRates.php
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	30 March 2018, 12.00 (Moldova local time)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian or Russian
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 3, and in accordance with the list of requirements in Annex 1 and Annex 2; <input checked="" type="checkbox"/> Company profile (short info up to 3 pages); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate; <input checked="" type="checkbox"/> 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); <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, CE, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any; <input checked="" type="checkbox"/> 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: (a) at least three (3) years of professional experience as certified (attested) specialist for architects, designers and/or engineers; (b) proven experience in completing at least three (3) similar projects in terms of types and volume of works; <input checked="" type="checkbox"/> List of completed and/or ongoing contracts for technical design services for the past three (3) years, indicating beneficiary, contract amount, period of execution; <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value for the past three (3) years; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.
Period of Validity of Quotes starting the Submission Deadline Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not Permitted
Payment Terms	<input checked="" type="checkbox"/> 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	0.1 % of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria	Minimum qualification criteria (failure to comply with these requirements will constitute a reason for <u>disqualification</u>)

	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ¹ ; <input checked="" type="checkbox"/> 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"; <input checked="" type="checkbox"/> Minimum five (5) years of experience in providing designing services; <input checked="" type="checkbox"/> 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; <input checked="" type="checkbox"/> Availability of qualified personnel (taking the construction sphere is male dominated, gender balanced teams and women in leadership positions are encouraged), duly certified/licensed/authorized, meeting the minimum requirements: (a) at least three (3) years of professional experience as certified (attested) specialist for architects, designers and/or engineers; (b) proven experience in completing at least three (3) similar projects in terms of types and volume of works; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions; <input checked="" type="checkbox"/> Maximum delivery period not to exceed 90 calendar days upon signature of contract.
UNDP will award to:	<input checked="" type="checkbox"/> One and only one Supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Services
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written acceptance of services based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Terms of Reference (Annex 1) <input checked="" type="checkbox"/> Technical requirements (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 3) <input checked="" type="checkbox"/> 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.
Contact Person for Inquiries (Written inquiries only)	Alexandru Cocirta, Project Manager alexandru.cocirta@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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

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

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be

¹ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

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 4.

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

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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Denis Suschevici,
Head of Procurement and
Operational Support Unit



TERMS OF REFERENCE

Provision of design services for construction works and preliminary costs estimation for reconstruction of National Centre for Judicial Expertise building and roof

Background

The National Centre of Judicial Expertise under the Ministry of Justice (NCJE) is part of the national forensic infrastructure. This institution coordinates the forensic expertise practice in the country. Despite this important role, the National Centre of Judicial Expertise is struggling with a number of problems. The institution is understaffed, the equipment and devices required for investigations are missing or are outdated, the secondary legislation related to judicial expertise is not yet updated, the laboratory conditions require improvement.

Modernization of the judicial expertise/forensic system is indispensable to achieve a fair and transparent justice system. The quality and accuracy of forensic investigations and examinations have an extensive impact on the quality of justice and affect the overall perception of users about the justice system. Thus, a well-established forensic infrastructure, compliant with the quality standards and equipped with all relevant tools, is crucial for the delivery of justice to all.

The intervention will contribute to achieving more transparency, objectivity and accountability within the justice system and to reducing possibilities for corrupted behavior of justice actors by providing strong and reliable forensic evidence.

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 **National Centre for Judicial Expertise building and roof located in Chisinau at str. Maria Cebotari nr. 2.**, 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.

Design requirements

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

1. **Statement of Works (SOW)** with narrative description of designed technological solutions, units of the main equipment and materials, technical systems/utilities;
2. **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;
3. **Bill of quantities (BOQ):** Complete for all items of work with adequate description for each item. The quantities for all work items should be based on actual take-off calculation and not based on estimates. All BOQs shall be presented in a spreadsheet format, preferably MS Excel. All BOQ shall be verified and cleared by an independent evaluator;

Important: The BoQs should be entirely presented, in the following formats: Form 7, Form 5, Form 3, and Form 1 (according to "WinSmeta").

4. **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;
5. **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;
6. **Cost estimations:** comprehensive estimation of involved costs taking into account all necessary labor and materials based on current prices available on the local market and personnel 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:

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

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:

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

Implementation timeframe

The contract implementation period shall be divided in two phases:

- I phase – designing and estimation of costs – not exceed 90 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.

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.

Important: 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 **26 March 2018, at 15:00**. Representatives of all interested Offerors are invited to attend. To confirm participation, please, send a message to Lidia Marchitan (lidia.marchitan@undp.org) by 26 March 2018, 11:00.

CAIET DE SARCINI

1. Obiectul: Servicii de elaborare a documentației de proiect pentru reparația capitală cu reconstrucția acoperișului Centrului Național de Expertize Judiciare (CNEJ).

2. Autoritatea contractantă: PNUD Moldova.

3. Adresa: mun. Chișinău, str. 31 August 1989, nr. 131

4. Sursa de finanțare: PNUD Moldova.

5. Scopul: Achiziționarea serviciilor de elaborare a documentației de proiect pentru reabilitarea clădirii Centrului Național de Expertize Judiciare, cu reconstrucția acoperișului, în vederea asigurării durabilității edificiului, precum și pentru asigurarea condițiilor optime de exploatare și activitate a instituției.

6. Descrierea general

6.1. Amplasament: mun. Chișinău, str. Maria Cebotari, nr. 2.

6.2. Faza de proiectare: proiect de execuție (PE)

6.3. 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:

6.3.1. Arhitectura și compartiment - Plan general;

6.3.2. Rezistența;

6.3.3. Rețele ingineresti interioare:

a) încălzire și ventilare;

b) alimentare cu apă și canalizare;

c) echipament electric;

d) telecomunicații, inclusiv internet;

e) semnalizare antiincendiară;

6.3.4. Schița de proiect (2D/3D);

6.3.5. Proiectul de execuție;

6.3.6. Deviz de cheltuieli;

6.3.7. Memoriu explicativ;

6.3.8. Proiectul de organizare a construcției.

6.4. Sarcini și Responsabilități: Compania de proiectare va fi responsabilă pentru realizarea următoarelor sarcini:

a) obținerea Condițiilor tehnice de racordare la rețelele edilitare (apa / canalizare /electricitate etc.);

b) executarea lucrărilor de măsurare;

c) elaborarea studiului topografic;

d) elaborarea studiului geotehnic, daca este necesar;

e) elaborarea compartimentelor de baza ale proiectului de execuție (soluții arhitecturale / rezistența);

f) proiectarea sistemului de încălzire și ventilare;

g) proiectarea rețelelor de apă și canalizare interioare;

h) proiectarea instalației și rețelei electrice interioare;

i) proiectarea rețelei de telecomunicații (telefonie, internet / intranet);

- j) proiectarea sistemelor de pază și siguranța antiincendiară;
- k) proiectarea accesului pentru persoane cu nevoi speciale;
- l) proiectarea amenajării teritoriului adiacent;
- m) elaborarea documentației de deviz;
- n) coordonarea și aprobarea proiectului cu autoritățile de resort;
- o) realizarea supravegherii de autor;
- p) participarea în cadrul comisiilor de recepție la terminarea lucrărilor și de recepție finală cu prezentarea avizului în modul stabilit;
- q) alte lucrări necesare pentru implementarea cu succes a proiectului în conformitate cu Legea nr. 721 din 02.02.1996 privind calitatea în construcții;
- r) consultarea opiniei publice (autoritățile publice locale, organizații, instituții, cetățeni).

7. Informații și proiectare

7.1. Parametrii tehnici ai obiectului: Construcție alcătuită din două blocuri ce comunică între ele: lit. „1” cu un nivel și subsol, cu suprafața la sol – 356,4 m² și lit. „2” cu 2 nivele, suprafața la sol – 223,9 m², amplasată pe terenul înregistrat cu numărul cadastral 0100521.402 situat în mun. Chișinău, str. Maria Cebotari, nr. 2.

7.2. Capacitatea sediului CNEJ:

- 7.2.1.** conform structurii organizatorice și numărului de personal;
- 7.2.2.** informația se va furniza de către CNEJ, la solicitarea proiectantului;
- 7.2.3.** spațiul destinat activității angajaților va respecta normele igienico-sanitare instituite, care are în dotare echipamente speciale și tehnica de calcul;
- 7.2.4.** spațiul destinat deservirii cetățenilor în condiții de confidențialitate, de cel puțin o persoană fizică raportat la un angajat cu activități de birou;
- 7.2.5.** birourile și spațiile de utilitate sunt amplasate pe două nivele, inclusiv subsolul clădirii;

7.3. Cerințe speciale:

- 7.3.1.** spațiile de acces pentru public, inclusiv acces pentru cetățeni cu dizabilități locomotorii;

7.4. Standardizarea fațadei exterioare:

- 7.4.1.** scara de acces și pragurile să respecte accesibilitatea ușoară inclusiv pentru persoanele cu dizabilități locomotorii;
- 7.4.2.** ușile de acces să fie largi, cu aspect prietenos;
- 7.4.3.** aspectul fațadelor v-a asigura respectarea cerințelor legislației stabilite pentru statutul de monument al clădirii, cerințele Certificatului de Urbanism (CU) și ale avizului Ministerului Culturii.

7.5. Proiectul de sistematizare a terenului adiacent sediului CNEJ:

- 7.5.1.** spațiu de parcare a automobilelor, pavat și cu marcaj corespunzător cu capacitatea de parcare a 2 automobile;
- 7.5.2.** un loc special cu dotarea tehnică pentru parcare a bicicletelor pentru cel puțin 5 unități;
- 7.5.3.** cale de acces spre intrarea în sediul CNEJ, ce face legătură cu drumul public;
- 7.5.4.** spațiul verde cu vegetație ierboasă în curtea sediului, asigurând vizibilitatea fațadei sediului;
- 7.5.5.** cel puțin două banchete de exterior pe marginile căii de acces spre sediu;

7.6. Soluțiile arhitectural - volumetrice și planimetrice să se conformeze la criteriile:

- 7.6.1.** de respectare a exigențelor normative urbanistice, tehnice, sanitaro-igienice și antiincendiare;
- 7.6.2.** de asigurat accesibilitate pentru persoanele cu dizabilități în sediul instituției, de intrare, la comunicații, căi de evacuare etc., în conformitate cu normativele stabilite.

8. Cerințe privind materiale de finisare, reglementări tehnice și standarde utilizate.

8.1. Finisajul pereților exteriori / interior:

- 8.1.1.** Soclul – conform condițiilor CU, avizului Ministerului Culturii (culoarea pigmentului conform pașaportului coloristic, coordonat în modul stabilit);
- 8.1.2.** Pereții exteriori finisări conform cerințelor normative pentru edificiile cu statut de monument, tencuială decorativă (culoarea pigmentului conform pașaportului coloristic coordonat în modul stabilit).
- 8.1.3.** Finisajul încăperilor se va efectua conform cerințelor normative în vigoare, inclusiv și conform cerințelor igienice și sanitare.

8.2. Geamurile și ușile exterioare:

- 8.2.1.** profil PVC, sticlă „Termopan” în conformitate cu normativele în vigoare. Se vor aplica în proiect materiale și tehnologii moderne pentru elemente de închidere. Se vor utiliza numai materiale certificate sau agrementate.
- 8.2.2.** geamurile de la nivelul unu și ușile de intrare se vor prevedea cu sisteme de siguranță tip gratie din interior, cu un motiv arhitectural estetic;
- 8.2.3.** ușile de acces se vor prevedea cu sisteme de siguranță tip gratie.

8.3. Acoperișul:

- 8.3.1.** în șarpantă, învelitori din țiglă metalică pe astereală de lemn;

8.4. Izolațiile, hidrofuge, fonice și termice vor fi prevăzute conform normativelor în vigoare. Se vor utiliza materiale termoizolante ca să asigure parametrii necesari de conservare a energiei.

8.5. Pavajul și amenajarea teritoriului adiacent:

- 8.5.1.** Accesul de la drumul public spre intrarea în sediul CNEJ se va pava cu blocuri de pavaj din beton (culoarea conform pașaportului coloristic și coordonat în modul stabilit).
- 8.5.2.** Pavajul spațiului pentru parcare transportului se va realiza cu material de pavaj prevăzut cu durabilitate sporită.
- 8.5.3.** Amenajarea teritoriului va include soluții de plantare a arbuștilor decorativi, spațiului floristic și de gazon.

9. Parametri de calcul a elementelor constructive

- 9.1.1. Seismicitatea** – se va stabili de către proiectant.

9.2. Structura de rezistență: Soluțiile de consolidare se vor stabili cu respectarea normativelor în construcții, adoptate și în baza expertizei tehnice.

10. Soluțiile tehnice pentru infrastructura edilitară

10.1. Alimentarea cu energie electrică: de prevăzut executarea sistemii electrice și corpurilor de iluminat, conform normativelor în construcții și cerințelor Certificatului de urbanism.

10.2. Comunicații telefonice: de prevăzut legătura telefonică, radio, semnalizarea de pază și incendiu, conform normativelor în construcții, avizelor și cerințelor Certificatului de urbanism.

10.3. Comunicații internet: de prevăzut legătura internet prin fibră optică sau cablu, rețeaua internă pentru a asigura interconexiunea computerelor și echipamentului periferic, conform normativelor în construcții, condițiilor tehnice pentru racordare și cerințelor Certificatului de urbanism.

10.4. Alimentare cu apă și canalizare: proiectarea rețelelor de apă și canalizare din interiorul clădirii conform normelor în vigoare, cu instalarea contorului de evidență;

10.4.1. apa caldă – autonom;

10.4.2. canalizarea din interiorul clădirii de executat din țevi PVC.

10.4.3. evacuarea apelor reziduale spre rețelele centralizate de canalizare, conform condițiilor tehnice.

10.4.4. apeductul din interiorul clădirii din țevi din metaloplast pentru apă potabilă.

10.5. Evacuarea apelor pluviale – sistem de jgheaburi și burlane conform normativelor.

10.6. Încălzire și ventilare:

10.6.1. proiectarea sistemului de încălzire de la sursa de gazificare existentă și în baza condițiilor tehnice, conform normelor în vigoare, cu instalarea contorului de evidență;

10.6.2. ventilarea va fi asigurată conform normativelor sanitare;

10.6.3. menținerea temperaturii în spații de muncă conform normativelor sanitare.

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. 18/01713:

TABLE 1: Offer to Provide Services Compliant with Schedule of Requirements

Item No.	Description/Specification of Goods	Total Estimated Amount, USD
1	Designing services (technical designs and interior designs)	
2	Verification of designs and Bill of Quantities by independent authorized/licensed experts	
3	Author supervision of rehabilitation/reconstruction works	
4	Other costs (please specify)	
	Total Final and All-Inclusive Price Quotation	

TABLE 2: List of qualified key personnel

Item No.	Name	Sex	Education	Work Experience	Role in contract implementation
					Team Leader
					Architect
					Civil works engineer
					Electric engineer
					HVAC (Heating, Ventilation and Air Conditioning) engineer

TABLE 3: 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: up to 90 calendar days upon signature of contract			
Warranty and After-Sales Requirements			
a) Project supervision by the author(s) of design(s) (supraveghere de autor)			
Validity of Quotation: 90 calendar days			
All Provisions of the UNDP General Terms and Conditions			

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

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

[Designation]

[Date]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

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

19. OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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