



## REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: <b>25 April 2018</b>
	REFERENCE: <b>RfQ18/01741</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for **“Detailed design for construction works including elaboration of bill of quantities and costs estimates for the upgrade of physical security and access control for the prospective General Police Inspectorate SALW and ammunition storage location in Mesager Street in Chisinau within the “Fulger” Special Operations Police Brigade training center, the evidence room in the Police Directorate Bălți, the evidence room in the Police Directorate Cahul”** 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 **09 May 2018, 16:00 (Moldova local time)** and via e-mail or courier mail to the address below:

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

Quotations shall be submitted in English or Romanian/Russian duly signed and stamped and shall be marked with the note **“RfQ18/01741– Detailed design for construction works including elaboration of bill of quantities and costs estimates for the upgrade of physical security and access control for the prospective General Police Inspectorate SALW and ammunition storage location in Mesager Street in Chisinau within the “Fulger” Special Operations Police Brigade training center, the evidence room in the Police Directorate Bălți, the evidence room in the Police Directorate Cahul”**.

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
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Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> As per Delivery Schedule described in the Annex 1
Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation <sup>1</sup>	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Moldovan Lei Reference date for determining UN Operational Exchange Rate: 26 June, 2017  For reference please access <a href="http://treasury.un.org/operationalrates/OperationalRates.aspx#R">http://treasury.un.org/operationalrates/OperationalRates.aspx#R</a>
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	<b>09 May 2018, 16:00 (Moldova local time)</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian/Russian
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Company profile (short info up to 3 pages); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate together with the Annex; <input checked="" type="checkbox"/> Copy of license attesting the right to develop design for all categories of works specified in the ToR; <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country; <input checked="" type="checkbox"/> Technical description of the offered services; <input checked="" type="checkbox"/> List of qualified key personnel, together with CVs and professional certificates/Licenses for Civil Engineer, Electrical engineer, Low Voltage Systems Engineer <input checked="" type="checkbox"/> Work time schedule (including time allocation for key staff) <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 2 Clients in terms of Contract Value during the past 3 years; <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded; <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 allowed
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of services, according to the delivery timeframe

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

Liquidated Damages	0.5% of contract for every day of delay, up to a maximum duration of 20 days. Thereafter, the contract may be terminated.
Evaluation Criteria	<p><b>Minimum qualification criteria</b>  (failure to comply with these requirements will constitute a reason for disqualification)</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price<sup>2</sup>;</li> <li><input checked="" type="checkbox"/> Minimum 3-years experience and expertise in carrying out detailed design services;</li> <li><input checked="" type="checkbox"/> 5 (five) completed /or on going contracts for provision of Design services for construction works and preliminary costs estimation of similar technical complexity and budget amount (according to the Technical Specifications and Requirements) performed by the Proposer as main contractor in the past 3 years;</li> <li><input checked="" type="checkbox"/> Availability of registration documentation and License for design services;</li> <li><input checked="" type="checkbox"/> Availability of qualified key personnel, together with CVs and professional certificates/Licenses Civil Engineer, Electrical engineer, Low Voltage Systems Engineer</li> <li><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions</li> <li><input checked="" type="checkbox"/> Delivery period not to exceed the dates indicated in the Annex 1;</li> </ul>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Provision of services <input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements
Annexes to this RFQ <sup>3</sup>	<input checked="" type="checkbox"/> Technical Specifications and Requirements (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).
Contact Person for Inquiries (Written inquiries only) <sup>4</sup>	Iurie Tarcenco, Project Associate, UNDP Moldova; e-mail: <a href="mailto:iurie.tarcenco@undp.org">iurie.tarcenco@undp.org</a> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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

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

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

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

<sup>4</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Denis Suschevici  
Head of Procurement Unit  
UNDP Moldova

## Technical Specifications and Requirements

**Detailed design for construction works including elaboration of bill of quantities and costs estimates for the upgrade of physical security and access control for the prospective General Police Inspectorate SALW and ammunition storage location in Mesager Street in Chisinau within the “Fulger” Special Operations Police Brigade training center, the evidence room in the Police Directorate Bălți, the evidence room in the Police Directorate Cahul**

### A. Project Description

#### General Background

The South Eastern and Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (SEESAC)<sup>5</sup> is a joint initiative of the UNDP and the Regional Cooperation Council (RCC). As such, it is an integral part of UNDP's work in the Europe and the Commonwealth of Independent States (ECIS) region and has, since 2002, worked primarily to strengthen the capacities of national and regional stakeholders to control and reduce the proliferation and misuse of small arms and light weapons, and thus contribute to enhanced stability, security and development in South East and Eastern Europe. SEESAC also has a distinguished record working closely with national Ministries to mainstream gender equality and this aspect will remain central to the programme.

On 19 December 2016, the Council of the European Union passed the Council Decision (CFSP) 2016/2356 in support of SEESAC disarmament and arms control activities in South-East Europe in the framework of the EU Strategy to combat illicit accumulation and trafficking of SALW and their ammunition for the period of three years. South East Europe remains an area of particular concern as well as an important challenge in the European Union Strategy to combat illicit accumulation and trafficking of small arms and light weapons and their ammunition. While significant progress has been made in recent years, the sheer scale of accumulation of SALW and ammunition, the inadequate storage conditions, large illicit possession, as well as policy making and implementation capacity gaps continue to limit the effectiveness of SALW control efforts. Therefore, in order to ensure the continuous progress, secure the gains and pave the way for a long term solution, the continuation of support to combat the threat posed by the spread and illicit trafficking in SALW in and from SEE forms an essential part in its efforts to achieve the EU SALW Strategy goals.

The overall objective of the project is to contribute to international peace and security by combatting the threat posed by the widespread accumulation and illicit trafficking in small arms and light weapons and their ammunition in and from SEE. At the same time, it will enhance regional stability by working within the framework of the RCC and in partnership with other relevant initiatives. Specifically, the project will 1) increase regional cooperation, knowledge exchange and information sharing and lead to enhanced capacity for evidence-based policy making; 2) improve capacities for physical security and stockpile management through infrastructure security upgrades, surplus reduction, and training; 3) enhance capacity for marking, tracing and record-keeping; and 4) reduce illicit possession and misuse of firearms through awareness-raising and collection campaigns.

The implementation of the project is grounded in the Regional Implementation Plan on Combatting the Proliferation of SALW addressing the spread and illicit trafficking of SALW and their ammunition. The project will directly contribute to the implementation of the EU Security Strategy, the EU SALW Strategy, the EU Firearms Strategy, the Arms Trade Treaty, the UN Programme of Action, the International Tracing Instrument, UN Firearms Protocol, and UN Security Council Resolution 1325. The project results will also directly contribute the implementation of the Sustainable Development Goal 16 on peaceful and just societies, in particular targets 16.1 (Significantly reduce all forms of violence and death rate everywhere) and 16.4 (significantly reduce illicit arms flows). In addition, the project will support the implementation of the European Commission Action Plan to target the illicit trafficking of firearms and explosives in the EU.

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<sup>5</sup> SEESAC functions under the mandate given to it by the [United Nations Development Programme](#) (UNDP) and the [Regional Cooperation Council \(RCC\)](#).

## Specific Background

Within component dedicated to improving capacities for physical security and stockpile management through infrastructure security upgrades, surplus reduction, and training, SEESAC will support the authorities of the Republic of Moldova, primarily the General Police Inspectorate of the Ministry of Interior (Mol), in upgrading a selected prospective weapons storage facility, and the designated evidence room.

Those activities will result in significant decrease of SALW proliferation vulnerabilities through the enhancement in accordance with international standards and best practices:

- Security of one central storage location enhanced in accordance with international standards and best practices;
- Security of two evidence rooms increased.

With a view to providing the most efficient and cost-effective increase to the security of the stockpiles, SEESAC is implementing activities to upgrade security at the designated locations<sup>6</sup>, identified and agreed upon with the General Police Inspectorate.

### SALW and ammunition storage location in Mesager Street

The location is situated on the outskirts of Chisinau, in the Mesager Street. Four apartment/residential buildings are positioned across the street from the entrance to the location (the closest one is approximately 20m from the location). Apart from those buildings, there are no other residential units in the immediate vicinity. The location is used by the Police Specialized Strike Brigade "Fulger". Besides the storage function, this location also includes administrative buildings, training facilities (including an outdoor training court), and a building used for storing the necessary equipment. The General Police Inspectorate would like to upgrade the security and safety infrastructure of this location and thus make it a central SALW and ammunition storage location for the Chisinau area.

The entrance gate for pedestrians and vehicles is functional but outdated. There is no video surveillance system of the perimeter. The perimeter fence is made of reinforced concrete panels and requires further upgrade. The location is guarded by the Brigade members.

The existing electrical installation is stable and is currently not used to its full capacity (reportedly 380V, 15000 W) as it was initially intended for industrial use (heavy machinery).

The storage building was reportedly built in the 1980s. The walls and the roof are made of concrete. Little maintenance has been performed over the years which has left the building obsolete. The area of the entire building is around 2618 m<sup>2</sup> (roughly 70x37.4 m), however only about 900m<sup>2</sup> is currently being used. The ceiling height is approximately 3.85 m. The building has a flat roof with lanterns (forming five rows) with security bars placed on the inside. The concrete roof (hydro insulation) leaks causing large damp patches on the ceiling. The exterior and interior walls have been damaged by humidity. There are few horizontal cracks at the interior walls and ceilings joints as well as vertical ones at the walls joints with columns. The ventilation system is old and not functional. The exterior and interior doors, and windows with security bars, are outdated. There is limited and basic fire protection equipment only. The building is divided in four sizable rooms and due to its poor condition, is currently only partially used by the Mol.

### Police Inspectorate Bălți

The existing rooms are located in the basement of the Bălți Police Inspectorate. Entrance to the rooms is from the yard. The rooms has 24/7 armed security. The space used as an evidence rooms has a metal doors. There is electrical installation and a ventilation system. The surface of the rooms is 51.48m<sup>2</sup> (room nr. 1 – 6,00x5,25 m, room nr. 2 – 6,00x3,33 m). There is no humidity.

### Police Inspectorate Cahul

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<sup>6</sup> Further details related to the designated locations will be made available to the successful bidder/contractor.



The planned room is located within the Cahul Police Inspectorate. The area is divided into three spaces. The entrance room is about 12.5m<sup>2</sup>, the first room, on the left, is 6m<sup>2</sup>, and the second room 9m<sup>2</sup>. The evidence rooms' model which should be developed will serve for the temporary storage of civilian weapons and weapons collected as evidence.

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

The **overall objective** of the assignment is to provide professional designs with emphasis on the development of complete design documentation including elaboration of bill of quantities and costs estimates, as well as elaboration of tender/construction documents, required for the upgrade of physical security and access control of the:

- 1) Prospective General Police Inspectorate SALW and ammunition storage location in Mesager Street within the "Fulger" Special Operations Police Brigade training center;
- 2) Evidence room in the Police Inspectorate Bălți;
- 3) Evidence room in the Police Inspectorate Cahul.

The upgrades of the prospective facilities' physical security and access control will result in improved security of SALW and ammunition stockpiles in Moldova..

## **C. Design requirements:**

The content of design documentation shall be set up in correspondance with national building codes: NCM A.07.02-2012

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

### **1. Statement of Works (SOW)**

In order to develop the design documentation applying the most efficient technical solutions for the proposed security upgrades of the General Police Inspectorate facilities, the contractor will conduct a detailed assessment of the storage locations current state with onsite measuring and geodetic survey where necessary.

Based on the Scope of works, the design production services will also identify and provide the best opportunities/options for sustainable use, operation and functioning of the upgraded infrastructure, proposing modern environmentally friendly and sustainable materials, equipment, technologies, according to the best international practices in the field.

The contractor will develop:

1) Detailed project design for works including bill of quantities and costs estimation for the upgrade of physical security and access control for the prospective General Police Inspectorate SALW and ammunition storage location in Mesager Street within the "Fulger" Special Operations Police Brigade training centre. The design will foresee the following physical security upgrades:

- Reinforcing of the four outside metal double doors on the front side of the building and supplying with modern locks and access control or replacing with contemporary steel security doors with locks and access control system.
- Installation of four interior storage rooms entrance metal security doors with access control.
- Walling up/closing any unnecessary storage rooms existing interior wall/door openings for security reasons once the authorities decide on the one entrance door per room to be kept.

- Replacing of up to ten existing windows with smaller highly placed metal windows for security reasons and fitting with new security bars, and walling up parts of the existing window openings.
- Design of a CCTV system for continuous covering the storage building's entrance points and preferably the whole surrounding perimeter. The monitoring room could possibly be placed in the current administration building at the entrance to the location after minor refurbishment works (i.e. walls restoration and painting, doors reparation/changing, floor changing).
- Connecting to the existing electric installation of the new exterior lighting fixtures on the building entrances and possibly also covering the immediate perimeter.
- Installation of the new interior lighting fixtures for storage building four designated rooms.
- Securing the existing perimeter by repairing the damaged concrete fence panels and installing a barbed wire on top of the necessary supporting construction, and adding an additional interior security layer by installation of a chain-link fence of around 150m to create a restricted area with a security gate separating the storage building from the surrounding area in line with the Moldovan national standards. An illustration of the preferred fences is provided in the Works Statement.
- Removal of the trees placed along the fence to reduce the risks of fire and unauthorized entrance over the fence.
- Replacing of the entrance gate for pedestrians and vehicles with a new automatic electrical gate.

Having in mind *that the donor funds are available for security infrastructure upgrades only*, it should be noted that the below suggested upgrades fall outside the scope of this project. Nevertheless, in the interest of developing a comprehensive design solution for the location, a detailed design should address also the areas highlighted below in order to give an overview of the exact scope of necessary works and a realistic estimate of the necessary funds to be further pursued. The design company shall conduct examination of the construction elements of the building's storage rooms (interior walls and roof construction) stability.

- Refurbishment and reinforcement if necessary of the damaged interior walls and ceilings in all four storage rooms.
- Repair of the concrete floors where necessary in all four storage rooms.
- Repair of the old ventilation system in the storage building, cleaning and supplying of a new ventilator and protecting the existing outlets to prevent unauthorized entry.
- Possible division of the existing rooms into smaller sections, for storing the confiscated, voluntarily surrendered, and formation weapons, as well as ammunition (by building interior limestone walls or installing double walls in grates), which entails installation of additional security doors possibly with access control. More details on this will be provided by the General Police Inspectorate during the design process.
- Repair of the cracked front façade wall.

## 2) Design for adaptation of space for an evidence room in the Police Inspectorate Bălți

- Replacing the existing main entrance door with steel security door with locks and an access control system.
- Replacing the evidence rooms doors with steel security door with locks and an access control system.
- Replacing the existing windows with a new metal windows fitted with security bars.
- Installing new interior lighting fixtures in front and inside the evidence room.
- Installing three surveillance cameras, one covering the main entrance, second the entrance to the evidence room and one inside the evidence room.
- Reinforcement or complete replacement of the existing floor cover with a new concrete cover.
- Supply and mounting of appropriate metal racks/cabinets for evidence safekeeping.
- Hygienic painting of the interior walls.



### 3) Design for adaptation of space for an evidence room in the Police Inspectorate Cahul

- Separation of space in 3 compartments by metallic grid walls (5x5 cm mesh); the first of which would serve as an the entry/reception point with a metal door (thickness of at least 5mm; dim. 2,0X0,80m) with locks, and two more compartments with metal doors (thickness of at least 5mm; dim. 2,0X0,80m) with locks. The compartments would be positioned parallel to the length of the main space and equipped with safes for temporary storage of weapons and ammunition: one for the civilian weapons and ammunition, and one for the weapons and ammunition collected as evidence, which would be kept in the room until a decision on further handling has been taken.
- The entry compartment/main space would be equipped with a table, a chair, and a sand bullet collector.
- Each of the two compartments for the temporary storage of civilian weapons and ammunition and weapons and ammunition collected as evidence shall be equipped with 2 safes/metal cabinets (dim.1.50x1.50x0.40m), with sections for the separate keeping of long weapons, pistols and ammunition, arranged inside with racks, boxes and shelves, and fitted with locks.
- Each of the two compartments would be dimensioned so as to ensure the appropriate positioning of the metal cabinets thus allowing for sufficient access area.
- Provision of electrical supply for the equipment located in the main space shall be planned.
- Turning on/off of the electrical lighting by switches located outside the storage space would be planned.
- Interior lighting installation and fixtures shall be designed.
- A small CCTV system for indoor and outdoor video surveillance shall be designed.
- Access control, unauthorized access protection and fire protection shall be designed.
- Replacing the three existing windows with the new smaller metal ones placed high and fitted with security bars.
- Interior finishing works shall be planned (removal of the existing wall ceramic tiles, flattening the walls surfaces and painting of the walls).
- Ventilation shall be designed.

#### **Technical characteristics of the depot on 5/5 Mesager Street**

Area of the land area - 4673,5 m<sup>2</sup>;

The surface of the building - 2618.0 m<sup>2</sup>

The surface of the rooms (included in raw according to the importance):

- Room A - 291.7 m<sup>2</sup> high - 3.85m;
- Room B - 288.1 m<sup>2</sup> height - 3.85m;
- Room 4 - 20.96 m<sup>2</sup> height - 3.85m;
- Room 22 - 76.9 m<sup>2</sup> height - 3.85m;
- Room 26 – 7.3 m<sup>2</sup> height - 3.85m;
- Room 27 – 15.5 m<sup>2</sup> height - 3.85m;
- Room 29 – 7.2 m<sup>2</sup> height - 3.85m;
- Room 30 – 4.5 m<sup>2</sup> height - 3.85m;
- Room 31 – 4.5 m<sup>2</sup> height - 3.85m;
- Room 32 - 6.9 m<sup>2</sup> height - 3.85m;
- Room 33 – 4.3 m<sup>2</sup> height - 3.85m;
- Room 34 – 7.2 m<sup>2</sup> height - 3.85m;

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The total area of four rooms - 735.06 m<sup>2</sup>.

### **Communications**

The deposit has:

- Aqueduct system;
- Sewage system;
- Electrical system;
- Landline.

### **Bălți Police Inspectorate Room of Evidence:**

The project of arranging the rooms for receiving the weapons.

1. The rooms are located within Bălți Police Inspectorate in the basement, of the former isolator.
2. Entrance from yard of Bălți Police Inspectorate.
3. Non-stop armed security.
4. The entry in the isolator has a metal door, inside are foreseen with three barriers on the grate door.
5. There is a ventilation system, water, electricity.
7. The surface of the rooms 6,00x5,25 m, 6,00x3,33 m, the room is dry.

### **Cahul Police Inspectorate Room of Evidence:**

The project of arranging the room for receiving the weapons.

The room is located within the Cahul Police Inspectorate.

Entrance room has about 5 × 2.5 m,

1st room on the left 3 × 2 m,

2nd room 3 × 3 m.

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

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

*Important: The BoQs should be entirely presented (either in Romanian or in Russian), in the following formats: Form 7, Form 5, and Form 3 (according to "WinSmeta"). Please note that, Form 7 should be submitted in Excel.*

4. **Specifications:** Comprehensive and up to date, in accordance with current best practices, general and particular Technical Specifications for all works and equipment based on internationally accepted standards and sufficient for procurement, installation and construction works;

5. **Documentation** of all design literature and design calculations for all civil, planning, connections to utilities, structural, electrical, automation and mechanical works. All set of Design documentation shall be elaborated in 4 copies, including 3 copies on paper.

*Important: Documentation with detailed recommendations and measures for protection of environment will be also part of the design assignment.*

**6. Cost estimations:** comprehensive estimation of involved costs taking into account all necessary labor and materials based on current prices available on the local market and manpower remuneration, which shall not be below the minimum required by the National Legislation.

*Important: The documents, the Drawings and Specifications, shall be of sufficient detail to enable construction works to proceed without need for on-site instructions and selection of materials, construction assembly, layout or location of any element or feature.*

The designs should comply with the local legislation State building norms and regulations, standards and specifications, local building regulations and shall also ensure:

1. reliable and safe operation of recommended equipment, materials, and engineering systems;
2. optimal energy efficiency measures of rehabilitated facilities and systems;
3. cost efficiency in terms on construction, operation and maintenance;
4. compliance with health and safety requirements;
5. compliance with environmental protection requirements;

**D. Key tasks and expected outputs:**

1. The Contractor will conduct detailed site assessments with measuring as well as geodetic survey where necessary and produce all design documentation in compliance with the valid national legislation, building norms and regulations, and professional standards of the Republic of Moldova relevant to the above tasks, as well as any other applicable national laws.
2. The produced designs should be compliant with the International Small Arms Control Standards (ISACS).
3. With the support of beneficiary institution obtain/update technical conditions and permits from relevant state institutions, necessary for the implementation of the technical design;
4. The designs shall encompass BoQs without stating any brand names. BoQs shall be presented in a spreadsheet format, preferably MS Excel. BoQs shall entail adequate description for each work item. The quantities of all work items should be based on actual take-off calculation and not on estimates.
5. The designs shall contain appropriate level of graphic documentation (drawings), technical specifications and details. Drawings should be prepared as comprehensive detailed construction drawings of all works in sufficient detail for tendering, contracting and construction purposes respectively. All drawings should be clear, sharp, and accurate. Symbols and abbreviations should be defined in a legend.
6. General and particular technical specifications for all the works and equipment shall be comprehensive and up to date, in accordance with the current best practices, based on valid national standards and sufficient for procurement, installation and execution of works.
7. Cost estimations should contain a comprehensive estimation of costs involved taking into account all necessary labour and materials based on current prices available on the local market and manpower remuneration, which shall not be below the minimum required by the relevant national legislation.
8. The design documents, drawings and specifications, shall be of sufficient detail to enable construction and other necessary installation works to proceed without any need for on-site instructions on selection of materials, construction assembly, layout or location of any of the planned elements or features.
9. The designs shall also ensure cost efficiency and sustainability in terms of construction, operation and maintenance, reliable and safe operation, optimal energy efficiency measures, compliance with national environmental protection requirements, and compliance with appropriate health and safety requirements of the recommended materials, equipment and system.
10. The Contractor shall provide the Ministry of Interior with all required design documentation for obtaining permits issued by the relevant institutions and shall assist during the process. The required permits include, but are not limited to construction permits, etc.
11. All the detailed design documentation, including BoQs and costs estimates shall be subject to mandatory control by the State Verification Department or Independent Authorized Verifiers.
12. In accomplishing the assignment, the Contractor shall be responsible for undertaking all the necessary activities for turning out complete designs which will be used for tender documents for

rehabilitation and security upgrade and subsequent putting into operation the aforementioned site.

13. The complete design documentation is to be approved by the General Police Inspectorate and UNDP.
14. The complete design documentation should be prepared in Romanian and English language.
15. The documentation including drawings, technical specifications and calculations has to be delivered in four (4) paper copies and two (2) in electronic form (on electronic data carrier - USB) containing all materials in the respective formats (AutoCAD, word, excel, etc).
16. The selected company will prepare the documentation and deliver it to UNDP.
17. Ownership of all documentation will be transferred from UNDP to the Mol for permanent possession.
18. The selected company will provide Detailed Design author supervision during the security upgrade works stage
19. The selected company will participate in the preliminary and final commissioning committee upon completion of the security upgrade works.

## **E. Implementation timeframe**

The Contractors are expected to complete all investigations and present full design documentation and necessary technical solutions, complete drawings, BOQs authorized by verifiers, tender launching documentation, etc. in maximum 45 calendar days without "Verification of the designs, Bill of Quantities and Costs Estimates" item and maximum 65 calendar days including "Verification of the designs and Bill of Quantities" and expertise, by the verification department, from the contract signature date.

## **F. Deliverables**

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

<b>Item No.</b>	<b>Description/Specification of Services</b>	<b>Delivery Date</b>
<b>1.</b>	<ul style="list-style-type: none"> <li>- Detailed assessment visits with the on-site-measuring including geodetic survey where necessary to the following locations:               <ol style="list-style-type: none"> <li>1) SALW and ammunition storage location in the Mesager Street in Chisinau within the "Fulger" Special Operations Police Brigade training center</li> <li>2) Evidence room in the Police Inspectorate Bălți</li> <li>3) Evidence room in the Police Inspectorate Cahul, prior to start of designing process executed:</li> </ol> </li> <li>- Brief report with assessment findings submitted to UNDP.</li> </ul>	5 (from obtaining the Mol clearance for staff)
<b>2.</b>	<ul style="list-style-type: none"> <li>First draft of the:               <ol style="list-style-type: none"> <li>1) Detailed design for construction works including elaboration of preliminary bill of quantities and costs estimates for the upgrade of physical security and access control of the prospective General Police Inspectorate SALW and ammunition storage location in the Mesager Street in Chisinau within the "Fulger" Special Operations Police Brigade training center</li> <li>2) Design including elaboration of preliminary bill of quantities and costs estimates for adaptation of space for an evidence room in the Police Inspectorate Bălți</li> <li>3) Design including elaboration of preliminary bill of quantities and costs estimates for adaptation of space for an evidence room in the Police Inspectorate Cahul, presented to UNDP and Mol.</li> </ol> </li> </ul>	20 (from the assessment visit)

3.	Requested changes incorporated into the draft designs and the designs documentation packages for performing of works completed. The complete designs documentation including final BoQs and cost estimates submitted for approval by Mol and UNDP.	10 (from receipt of comments from UNDP and Mol) <sup>*)</sup>  <i>*) The designs approved by the Mol and UNDP within 7 days (from submission of the designs to Mol and UNDP)</i>
4.	Approved designs submitted to the appropriate authorities for obtaining the necessary permits.	10 (from approval of the designs by Mol and UNDP)
5.	The necessary permits obtained.	20 (from submission of the designs to the authorities for obtaining necessary permits)

### Particular requirements for the deliverable items:

A potential bidder should be a professional company with the following characteristics:

- (a) The potential bidders (professional services firm / organization/consortium) shall provide a team of 4 experts with the competencies as listed below. The potential bidders can be given the opportunity to propose more experts (i.e. bigger team), based on knowledge and experience. The rationale for such approach should be clearly elaborated in the Proposal under the Resource plan and Proposed methodology paragraphs. However, only the CVs of up to three experts will be evaluated.
- (b) It should be noted that prior to award of contract Experts will undergo security check by the Ministry of Interior and if not cleared the contract shall not be signed but will be awarded to the next ranked bidder whose Experts are cleared.
- (c) Bidders shall provide CVs and copies of professional credentials of the design team members. All engineers shall be certified as per the valid construction legislation of the Republic of Moldova and appropriate for above mentioned Statement of Work. The design team leader must have proven experience in similar designs.
- (d) The Bidder shall submit the list of personnel which will be working on the project with a clear indication of the team member's function, i.e. Team Leader, etc.
- (e) The interested Contractor has to comply with the following minimum qualification requirements:
  - The tasks shall be performed by Contractor with proven relevant technical experience (at least three years) in design of the similar projects.
  - The Contactor (s) may form a Consortium to enhance their expertise with suitable personnel.
  - Key personnel/staff:  
Project Manager/Coordinator shall be a Civil Engineer/Architect or an Electrical Engineer with qualifications as laid out below.

#### Civil Engineer

- Civil Engineer/Architect with respective graduate degree in field of construction
- At least three years of professional experience
- At least 2 projects at the position of manager, or team leader, in design (in case he/she is a project manager)
- Similar Experience with previous UNDP project is an asset
- Good command of English language

#### Electrical Engineer

- Electrical Engineer with graduate degree in the field of low and medium voltage electrical installations
- At least three years of professional experience at the position of Electrical Engineer of design
- At least 2 projects at the position of manager, or team leader, in design (in case he/she is a project manager)
- Good command of English language

#### *Electrical Engineer*

- Electrical Engineer with graduate degree in the field of design of telecommunication networks and systems
- At least three years of professional experience at the position of Electrical Engineer in design of CCTV and access control systems
- At least 2 projects at the position of manager, or team leader, in design (in case he/she is a project manager)
- Good command of English language

(f) Apart from the above listed engineers, only the geodetic works can be sub-contracted.

(g) The contractor shall remain available to provide all necessary information/details related to the completed design throughout the construction process until its successful completion (technical acceptance of works) if needed.

### **G. General organizational information/requirements**

Elaboration of design documentation is initiated based on the recommendations of the meetings of common working group composed from representatives of beneficiary institution and UNDP, as well as, Urbanistic Certificates for design work, issued the relevant Public Authorities.

*First drafts, schemes and proposed architectural and technical solutions*, elaborated by the designers, shall be coordinated jointly with common working group, and UNDP Engineers.

Technical Conditions for connection of newly designed facilities (by case) to existing utilities: water, sanitation and power supply nets, shall be obtained from respective institutions by the contractors, jointly with premises owners and at the contractors' initiative.

#### *Buildings:*

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

Climate zone - III B;

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

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

Seismicity level - 7 grades;

Average outside temperature - 17°C;

Heating season duration - 166 days;

Average outside temperature during winter season - +0,6°C;

Earth structure data – in accordance with geological surveys (by case);

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>7</sup>****(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>8</sup>)**

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RfQ-18/** \_\_\_\_\_

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

Item No.	Description/Specification of Services	Quantity	Latest Delivery Date	Unit Price (USD), VAT exclusive	Total Price (USD), VAT exclusive
1	1) Detailed design for construction works services, BoQs and costs estimates for the upgrade of physical security and access control for the prospective General Police Inspectorate SALW and ammunition storage location in Mesager Street in Chisinau within the "Fulger" Special Operations Police Brigade training center, 2) Design for the evidence room in the Police Directorate Balti including BoQs and cost estimates, 3) Design for the evidence room in the Police Directorate Cahul including BoQs and cost estimates; all submitted for approval to UNDP and General Police Inspectorate and the approval obtained.	1			
2	Development and verification of Bill of Quantities by the Authorized/Licensed Expert	1			
3	Verification of the designs and Bill of Quantities by independent Authorized/Licensed Experts	1			
4	Detailed Author's Supervision	1			
	<b>TOTAL</b>				
	Add: Other Charges (pls. specify)				
	<b>Total Final and All-Inclusive Price Quotation</b>				

<sup>7</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>8</sup> 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**

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

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

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

*[Designation]*

*[Date]*



**UNDP  
GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

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

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

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

## **9.0 ENCUMBRANCES/LIENS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **15.0 TERMINATION**

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

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

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

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

## **16.0 SETTLEMENT OF DISPUTES**

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

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

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

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

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

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

## **22.0 SEXUAL EXPLOITATION:**

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

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

## **23.0 AUTHORITY TO MODIFY:**

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