



Empowered lives.
Resilient nations.

NAME & ADDRESS OF FIRM:	DATE:
	REFERENCE: RfQ18/01824

Dear Sir / Madam:

We kindly request you to submit your quotation for [Development of the General study and guidelines related to the Development of the Electric Vehicle Charging infrastructure in Moldova](#), 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 [22 October 2018, 16:30 \(Moldova local time\)](#) via e-tendering system to the address below:

<https://etendering.partneragencies.org>

Username: event.guest

Password: why2change

BU Code: MDA10 and Event ID 000002893

Once uploaded, Bidders that have accepted the invitation in the system will be notified via e-mail that changes have occurred. It is responsibility of the Bidder to view the respective changes and clarifications in the system.

Please Consult eTendering Resources for Bidders for additional information on bidding:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note ["RfQ18/01824_General Study and guidance DEVCI in Moldova"](#)

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:

Latest Expected Delivery Date and Time <i>(if delivery</i>	<input checked="" type="checkbox"/> As per Delivery Schedule attached in Terms of Reference
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<i>time exceeds this, quote may be rejected by UNDP)</i>	
Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	N/A
Deadline for the Submission of Quotation	<u>22 October 2018, 16:30 (Moldova local time)</u>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian ,
Documents to be submitted	<input checked="" type="checkbox"/> Electronic submission of Quotation https://etendering.partneragencies.org Username: event.guest Password: whyzchange Please note: <ol style="list-style-type: none"> <u>It is strongly recommended to create your username with two parts, your first name and last name separately by ".", similar to the one shown above.</u> <u>You can participate in the proposal event only if you have registered in the system.</u> <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 page) with detailed description of previous assignments ; <input checked="" type="checkbox"/> Copy of Company's Registration Certificate; <input checked="" type="checkbox"/> CV's of proposed experts with detailed description of previous experience; <input checked="" type="checkbox"/> Detailed technical description of the offered services and methodology; <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"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	40% of contract cost – After submission and approval of Draft General Study and guidance related to the Development of the Electric Vehicle charging infrastructure in Moldova ; 60 % of contract cost – upon submission and approval of final consulted version of the General Study and guidance related to the Development of the Electric Vehicle charging infrastructure in Moldova and ToR for all necessary the equipment that will be procured by GCL, for Development of the Electric Vehicle charging infrastructure in Moldova

¹ 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	1.0% of contract for every day of delay, up to a maximum duration of 15 calendar days. Thereafter, the contract may be terminated.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to Terms of Reference and lowest price ² ; <input checked="" type="checkbox"/> Corporate experience: <ul style="list-style-type: none"> ● At least 5 years of experience in developing business plans, feasibility studies, conducting surveys/market researches ; ● Minimum 5 feasibility studies or investment planning projects developed in the past 3 years rendering an investment of at least 75,000 USD or equivalent; <input checked="" type="checkbox"/> Technical expert; <ul style="list-style-type: none"> ● University degree in transport and transport infrastructure and/or other related fields; ● At least 5 years of professional experience in transport, transportation services domain or another relevant field; ● Minimum 4 previous assignments pertinent to conducting technical studies in the field of transport infrastructure; <input checked="" type="checkbox"/> Economist, financial expert; <ul style="list-style-type: none"> ● University degree in accounting, finance, business administration, law, economics other related fields; ● At least 5 years of professional experience in public finance, accounting, data collection, analysis and research; ● Minimum 4 previous assignments pertinent to development of feasibility studies, economic modeling and investment planning projects; <input checked="" type="checkbox"/> Legal Expert <ul style="list-style-type: none"> ● Bachelor's degree in law; ● At least 5 years of experience in jurisprudence, Law practicing; giving legal advice, drafting legal documents; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Maximum delivery period not to exceed 21 calendar days upon signature of contract;
UNDP will award to:	<input checked="" type="checkbox"/> One and only one service provider
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Goods and/or Services
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 15 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"/> Specifications of the Services Required (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). 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) ³	Alexandru Rotaru, Project Manager alexandru.rotaru@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.

Services 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.

² 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.

³ 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.

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

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

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

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

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

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

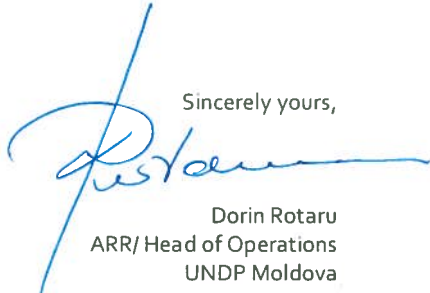
Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about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

A handwritten signature in blue ink, appearing to read 'Dorin Rotaru', is written over a large, stylized blue flourish that extends across the signature area.

Dorin Rotaru
ARR/ Head of Operations
UNDP Moldova

Terms of Reference

UNDP/GEF Project: Moldova Sustainable Green Cities – Catalysing investment in sustainable green cities in the Republic of Moldova using a holistic integrated urban planning approach

Development of the study and guidelines related to the Development of the Electric Vehicle charging infrastructure in Moldova

Duty station: Chisinau, Moldova
Contract type: Contract for professional services

In Moldova, the transportation sector is responsible for 14% of all greenhouse gas emissions. Moreover, transportation is the main contributor to the air pollution and currently air pollution that comes from the transportation sector is much higher than from industry (https://www.climatelinks.org/sites/default/files/asset/document/2017_USAID_GHG%20Emissions%20Factsheet_Moldova.pdf). At the same time, considering growing tendencies of national economy, the number of cars on the road is increasing. According to official statistics, by the end of 2017 there were 938,058 vehicles registered in Moldova (out of which 284,051 were in Chisinau), and by 2020 it is expected that the number will increase by 1 Mn vehicles. 83 % of the existing vehicles are of 11 years of age or more (out of which 50% are 20 years old or more). The aging vehicle park increases the air pollution and premature death among Moldovan population. It is estimated that the economic costs of the premature deaths are 3.2 Billion dollars according to the WHO. At the same time, there were 5,114 hybrid vehicles in Moldova at the end of 2017 (of which 3,047 were imported during 2017), and 54 fully electric vehicles (EV), with an increasing trend for both type of vehicles. The increase in hybrid and EV interest is linked to customs incentives: hybrids receive a tax deduction of 50%, while EV's are exempted from any taxation. Also, the cost of second-hand EV (ex. Nissan Leaf) is not relatively higher than an ordinary gasoline vehicle. The major problem for the electric vehicles or plug-in vehicles users is the lack of proper charging infrastructure, which ultimately decreases the attractiveness for this type of transportation.

Electric Vehicles (EV), with zero emissions, are the most environmentally friendly option currently available on the market. For the last 10 years, the global development of the EV infrastructure increased substantially. Statistics report an increase in registration of electric cars by 70% between 2014 and 2015, and over 550,000 vehicles being sold. EV import in Georgia only in the past 1,5 year increased from 63 EVs to 1423 EVs. This massive jump occurred as direct result of development of charging stations (since the end of 2016).

In comparison, as of now, there are only, 4 public charging stations in Moldova, all of them being located in Chisinau.

II. Project Background Information

The goal of this assignment is to conduct General Study and required analysis related to the Development of the Electric Vehicle charging infrastructure in Moldova" under the UNDP-GEF Project titled: **Moldova Sustainable Green Cities – Catalysing investment in sustainable green cities in the Republic of Moldova using a holistic integrated urban planning approach**. The project document was signed with the Implementing Partner in October 2017 and the implementation period will extend over the next 5 years. The proposed assignment is linked with the joint UNDP - Energy Efficiency Fund Project "Development of the Electric Vehicle charging infrastructure in Moldova" aiming at promotion of the electrical vehicles use through installation of the 10 charging stations in the country.

The objective of the Sustainable Green Cities project is to catalyze investments in low carbon green urban development based on integrated urban planning approach, by encouraging innovation, participatory planning and partnerships between a variety of public and private sector entities.

The strategy of the project is to create, launch and support a new institutional mechanism called "Green City Lab" (GCL) as a vehicle for encouraging and supporting new innovative measures and approaches in addressing the urban development challenges and barriers

The project therefore will support the design, launching, and establishment of the Green City Lab to become the leading knowledge management and networking platform, clearing house, an facilitator of financing various green urban development projects, and a source of innovations and expertise to catalyze sustainable low carbon green city development in Moldova with a mission to transform Chisinau and other cities/towns in Moldova into modern green and

smart European cities with improved quality of life for their citizens, while also demonstrating opportunities for sustainable economic growth.

The Green City Lab will be set up during the first two years of the project however it is expected to transition to an independent self-sustaining entity, operating on a commercial basis, that does not rely on technical assistance funding alone, so that by the end of the project it can continue to operate and grow.

To achieve this status, the Green City Lab will need to forge new partnerships and alliances and generate revenues and carbon savings from other sources, beyond this project. The direct global environment benefits of the project are expected to reach at least 200,000 tons of CO_{2eq}, resulting from the concrete pilot/demonstration projects in the building energy efficiency, transport and waste sectors. These are complemented by project's indirect GHG emission reduction impact at the estimated amount of 2.4 million tons of CO_{2eq} by scaling up, replicating and mainstreaming the project results and activities, including those of the Green City Lab.

During the duration of this consultancy, the national consultant will report to the Green Cities Project Officer and Project Manager and to the Environment, Climate Change and Energy Cluster in UNDP Country Office and will provide required support to the project in view of support for development of the of the Electric Vehicle charging infrastructure in Moldova.

III. Duties and responsibilities:

The contractor is requested to support Green City Lab (GCL) team in development of the Study and guideline related to the Development of the Electric Vehicle charging infrastructure in Moldova. The Contractor shall collect and determine what are the requirements under national and local legislation, as well as researches and proposals related on technical and commercial aspects for Development of the Electric Vehicle charging infrastructure in Moldova. This activity implies a partnership between local public authorities from Republic of Moldova, private sector and UNDP GCL. Based on researches performed, the Contractor will develop technical specifications for the equipment that will be procured by GCL, for development of the Electric Vehicle charging infrastructure in Moldova. Along with the specifications, the Contractor shall provide recommendations for charging stations locations, legal incentives for developing electric vehicles market, as well as the modifications or/and adoption of new laws normative acts. This pilot project should become an example of Development of the Electric Vehicle charging infrastructure in Moldova.

The Contractor will have the following responsibilities:

1. Provide guidance and knowledge on best international practices for the development of Electric Vehicle charging infrastructure in Moldova;
2. Perform meetings with main stakeholders and responsible actors in the field, including public sector to understand the national legislative framework, EV market potential, private and public sector potential and expectations and willingness to perter within the project;
3. Perform an analysis of all the legal, permissive and technical requirements for installation of the charging stations. This should include a list of documents and permissive acts (including issuing authorities, costs and timeframes) that should be obtain.
4. Development of the Study related to the Development of the Electric Vehicle charging infrastructure in Moldova. Feasibility study is recommended to include the following chapters:
 - legal and regulatory framework analysis (acting laws and normative acts, Orders and Resolutions, International Agreements, Conventions, EU directives and treatments
 - Based on the legal and regulatory analysis, provide a set of recommendations for legislation amendment, including proposal for tax, fiscal, parking, "green numbers" and other types of incentives
 - Best International practices and lessons learnt in the field
 - Analysis of the existing electric vehicles on the market and their charging needs.
 - Legal, permissive and technical requirements for installation of the charging stations
 - Analysis of the available charging technological supplies on the market
 - Available Charging Technologies
 - Proposed charging technologies depending on the type of existing e-vehicles fleet and future market development potential.
 - Technical specifications of proposed charging stations
 - List of potential equipment suppliers from Moldova and abroad (including the equipment tentative price)
 - Proposed locations in the city of Chisinau and in the country for EV charger's installation (including special requirements if deviating from the previous point)

- Opportunities and development of the business model
 - Potential business partners
 - Recommendations for implementation of leasing model. A concept note, describing the UNDP vision regarding the business model, will be shared with the contractor.
 - Billing model and technical requirements.
- Collaborate with project experts to calculate GHG Emissions.

5. Draft ToR for the all necessary equipment and services related to EV charging infrastructure development

IV. Expected Deliverables and estimated timing

The assignment will be carried out as 5 weeks after signature of contract. All the deliverables shall be submitted within the timeframe shown in the table below:

	Deliverables	Estimated timing
1	Draft concept of methodology will be applied for General Study and guidance DEVCi in Moldova	By November 1, 2018
2	Draft General Study and guidance related to the Development of the Electric Vehicle charging infrastructure in Moldova	By November 15, 2018
3	Consultation process with key stakeholders	By 22 November, 2018
4	Final consulted version of the General Study and guidance related to the Development of the Electric Vehicle charging infrastructure in Moldova	By November 30, 2018
5	ToR for all necessary the equipment that will be procured by GCL, for Development of the Electric Vehicle charging infrastructure in Moldova	By November 30, 2018

V. Institutional arrangements:

The contractor will work under the direct supervision of the MSGC Project Manager. The contractor shall take overall responsibility on the quality and timeliness of the assessment process within its competency. The contractor is responsible for the compilation and editing of the draft material, presentation and the final product in Romanian language. The MSGC Project Manager and, Project Officer, will provide the contractor with the necessary information and materials and/or will facilitate the communication with the relevant public authorities for obtaining the necessary information to ensure the successful completion of the assignment.

• Staffing

The company shall indicate lead experts per areas of expertise. If the qualifications of certain expert correspond to the requirements of more than one area of expertise, than the expert can be proposed for that respective area, too. The number of planned man-days per expert/area of expertise need to be indicated in company's proposal. Failure to provide adequate expertise in all areas of expertise is considered grounds for disqualification. The Company will ensure that all other necessary staff and additional technical resources required for efficient finalization of the work will be provided (e.g., logistical support for organizing various meetings and conducting field work).

• Timeliness and quality

The contractor's performance shall be assessed based on timeliness and quality of services. The contractor shall be notified of any deviation from the agreed schedules and standards, pursuant to which it will be required to remediate its performance. In case no satisfactory remediation shall be obtained UNDP reserves the right to terminate the contract.

• Language

The feasibility study and the all the complementary documents shall be prepared in Romanian. The final and interim reports shall be submitted in Romanian.

• Legal and other requirements

The content of the requested documents shall conform to the pertaining relevant legislation in the country and the international best practices and models.

• Methodology

Interested bidders should provide information on the name of expert(s) per area of expertise and the total number of working-days for each expert allocated for each area of expertise. The Contractor will ensure that all other necessary

staff and additional technical resources required for efficient finalization of the work will be provided (e.g., logistical support for organizing various meetings and conducting field work).

- **Additional costs**

The company should calculate the possible costs associated with the current assignment such as staffing, transportation, logistics, acquiring various maps, layouts and other relevant documents or information required for successful finalisation of all tasks. UNDP shall not accept any additional expenses which are not included in the company's financial offer.

- **Submission of data, reports and other material produced**

All primary data, reports, and other documentation produced during this assignment shall be made available to UNDP in appropriate electronic format (word, excel, PDF, etc.) depending on the nature of its content. All data acquired, and products developed in the course of the assignment will be in the ownership of UNDP and cannot be used by the Contractor and its team without prior written permission.

- **Cooperation requirements**

The consulting team is expected to work closely with other experts from UNDP on parallel/complementary activities.

- **Consultations process**

The responsibility for facilitating the consultation process for the purposes of completion of tasks outlined hereto will be primarily responsibility of the Contractor. The Contractor shall be responsible for: preparation of working material and agenda, ensuring participation of the key team members as required, communication/coordination with the invited stakeholders (if deemed necessary), preparation of minutes etc.

- **Payment**

Payment for services shall be provided in two instalments as follows:

1. 40% of contract cost – After submission and approval of Draft General Study and guidance related to the Development of the Electric Vehicle charging infrastructure in Moldova ;
2. 60 % of contract cost – upon submission and approval of final consulted version of the General Study and guidance related to the Development of the Electric Vehicle charging infrastructure in Moldova and ToR for all necessary the equipment that will be procured by GCL, for Development of the Electric Vehicle charging infrastructure in Moldova

VI. Qualification requirements:

- ✓ **Corporate experience:**
 - At least 5 years of experience in developing business plans, feasibility studies, conducting surveys/market researches;
 - Minimum 5 feasibility studies or investment planning projects developed in the past 3 years rendering an investment of at least 75,000 USD or equivalent;
- ✓ **Technical expert;**
 - University degree in transport and transport infrastructure and/or other related fields;
 - At least 5 years of professional experience in transport, transportation services domain or another relevant field;
 - Minimum 4 previous assignments pertinent to conducting technical studies in the field of transport infrastructure;
- ✓ **Economist, financial expert:**
 - University degree in accounting, finance, business administration, law, economics other related fields;
 - At least 5 years of professional experience in public finance, accounting, data collection, analysis and research;
 - Minimum 4 previous assignments pertinent to development of feasibility studies, economic modeling and investment planning projects;
- ✓ **Legal Expert**
 - Bachelor's degree in law;
 - At least 5 years of experience in jurisprudence, Law practicing; giving legal advice, drafting legal documents.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁴
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁵)

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. ___/____:

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

Item No.	Description/Specification of Goods	Quantity	Unit Price	Total Price per Item
1	Draft feasibility Study related to the Development of the Electric Vehicle charging infrastructure in Moldova	1 (one)		
2	Summary report based on consultation process with key stakeholders	1 (one)		
3	Final consulted version of the feasibility Study related to the Development of the Electric Vehicle charging infrastructure in Moldova	1 (one)		
4	ToR for all necessary the equipment that will be procured by GCL, for Development of the Electric Vehicle charging infrastructure in Moldova	1 (one)		

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Maximum period for performance of all services			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements [pls. specify]			

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]

⁴ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

General Terms and Conditions

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. OBLIGATIONS

The contractor shall neither seek nor accept instructions from any authority external to the United Nations Development Programme in connection with the performance of its services under this Contract. The contractor shall refrain from any action, which may adversely affect the United Nations Development Programme and shall fulfil its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations Development Programme. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations Development Programme or any abbreviation of the name of the United Nations in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations Development Programme.

3. TITLE RIGHTS

(a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided to the Organization by the contractor. At the request of the United Nations, the contractor shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by the United Nations shall rest with the United Nations and any such equipment shall returned to the United Nations at the conclusion of this Contract or when no longer needed by the contractor. Such equipment when returned to the United Nations, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

4. 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 with the provisions of this Contract.

5. INDEMNIFICATION AND INSURANCE

The contractor shall indemnify, hold and save harmless and defend, at its own expense, the UN, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the contractor or his employees or subcontractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices. In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions

related to this Contract. The contractor shall, upon request, provide proof of such insurance. The Contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN 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.

6. TERMINATION

This Contract may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the contractor shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from the termination of the Contract by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations.

7. SETTLEMENT OF DISPUTES

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

8. 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.

9. 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.

10. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.