

## United Nations Development Programme



Empowered lives.  
Resilient nations.

## REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: <b>October 15, 2020</b>
	REFERENCE: <b>RfQ20/02132</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for the **provision of professional Detailed Technical Design and elaboration of preliminary costs estimation for the reconstruction of Canine Centre for the Ministry of Internal Affairs (2 LOTs)** within the Support to Law Enforcement Reform Project as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2, via e-tendering system to the address below:

<https://etendering.partneragencies.org>

**Username: event.guest**

**Password: why2change**

**BU Code: MDA10 and Event ID 0000007522**

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/>.

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.

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

Exact Address of Delivery Location (identify all, if multiple)	United Nations Development Programme in Moldova 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> As per Delivery Schedule for each lot described in the Annex 1
Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars (USD)

	Reference date for determining UN Operational Exchange Rate: <b>October 29, 2020</b> 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
A pre-bidding conference will be organized on:	N/A
Deadline for the Submission of Quotation	<b>October 29, 2020, 15:00 (Moldova local time)</b>  IMPORTANT NOTE: the time zone indicated in the Tendering system is New York Time zone. <b>PLEASE NOTE:</b> 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct proposal closing time is as indicated in the e-tendering portal and system will not accept any proposal after that time. It is the responsibility of the proposers to make sure proposals are submitted within this deadline. UNDP will not accept any proposal that is not submitted directly in the system. 2. Try to submit your proposal a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist.
All documentations, including catalogues, 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 - Annex 1; <input checked="" type="checkbox"/> Technical description of the offered services (also consult the additional information provided in Annex 4 – Feasibility Study of the Kg Centre); <input checked="" type="checkbox"/> List of qualified key personnel, together with CVs and professional certificates/Licenses for: <ul style="list-style-type: none"> <li>– 1 (one) Architect,</li> <li>– 2 (two) Civil Engineers,</li> <li>– 1 (one) HVAC (Heat Ventilation and Air Conditioning) engineer,</li> <li>– 1 (one) Electrical engineer,</li> <li>– 1 (one) Automation Systems engineer,</li> <li>– 1(one) Low voltage engineer,</li> <li>– 1(one) Water supply and sewerage networks engineer,</li> <li>– 1 (one) Cost engineer/estimator (BoQ developer);</li> </ul> <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

	<p>concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded;</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.</p>
Period of Validity of Quotes starting the Submission Deadline Date	<p><input checked="" type="checkbox"/> 90 days</p> <p>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not allowed
Payment Terms	<input checked="" type="checkbox"/> payment per deliverable, upon 100% complete delivery of services, according to the delivery timeframe
Liquidated Damages	0.5% of contract value for every day of delay, up to a maximum duration of calendar 20 days. Thereafter, the contract may be terminated.
Evaluation Criteria	<p><b><u>Minimum qualification criteria for both Lots</u></b>  (failure to comply with these requirements will serve ground for disqualification)</p> <p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price<sup>1</sup>;</p> <p><input checked="" type="checkbox"/> Minimum 5-year experience and expertise in carrying out detailed design services;</p> <p><input checked="" type="checkbox"/> Three (3) completed or on-going contracts for provision of Design services for construction works and preliminary costs estimation of similar technical complexity (according to the Technical Specifications and Requirements) performed by the Proposer as main contractor in the past 3 years. The list with description of the contract and its value to be presented.</p> <p><input checked="" type="checkbox"/> Availability of registration documentation and License for design services;</p> <p><input checked="" type="checkbox"/> Availability of qualified key personnel, together with CVs and professional certificates/Licenses for:</p> <ul style="list-style-type: none"> <li>– 1 (one) Architect,</li> <li>– 2 (two) Civil Engineers,</li> <li>– 1 (one) HVAC (Heat Ventilation and Air Conditioning) engineer,</li> <li>– 1 (one) Electrical engineer,</li> <li>– 1 (one) Low voltage engineer,</li> <li>– 1 (one) Automation Systems engineer,</li> <li>– 1 (one) Water supply and sewerage networks engineer,</li> <li>– 1 (one) Cost engineer/estimator (BoQ developer);</li> </ul> <p><input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions;</p> <p><input checked="" type="checkbox"/> Delivery period not to exceed the dates indicated in the Annex 1;</p>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier for both lots
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for services/Facesheet
Special conditions of Contract	<input checked="" type="checkbox"/> Application of the Liquidated Damages clause: Liquidated damages to be calculated as 0.5% of contract value for every day of delay, up to a

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

	maximum duration of 20 calendar days. Thereafter, the contract may be terminated.
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 the RFQ requirements
Annexes to this RFQ	<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) <input checked="" type="checkbox"/> Feasibility Study on the Kg Centre (Annex 4)
Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	Liuba Livadari, Project Associate, Project, UNDP Moldova; e-mail: <a href="mailto:liuba.livadari@undp.org">liuba.livadari@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.

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>.

<sup>2</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.

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,

*Corina Oprea*

Corina Oprea,  
Operations Manager

**Annex 1****Technical Specifications and Requirements**

**provision of professional Detailed Technical Design and elaboration of preliminary costs estimation for the reconstruction of Canine Centre for the Ministry of Internal Affairs (2 LOTs) located in Boscana village, Criuleni district.**

**A. Project Description****General Background**

The Canine (K9) Units play an important role in ensuring public safety and order. These are specialized law enforcement subdivisions, bringing together law enforcement officers and specially trained service dogs to perform police, emergency situations and border police duties. The service dogs are normally used to protect specific personnel, search for criminals, help search and rescue missing people, search for drugs, explosives or other substances and to help do other important jobs in the police force, border police and emergency situations service.

Currently, several K9 units are operating in different law enforcement bodies under the auspices of the Ministry of Internal Affairs (MIA). The General Police Inspectorate, the Border Police General Inspectorate and the General Inspectorate for Emergency Situations have specialized K9 units. The MIA Functional Analysis (2015) found out that the K9 regulatory framework is outdated, there are no SOP or training guidelines, the level of equipment is inadequate, and the transportation capacities are insufficient. Bearing this in mind, the MIA Functional Analysis recommended creating a single K9 Unit to serve the needs of all MIA subdivisions, allowing for the concentration of resources and capacities for a better operation and coordination.

Following up on this recommendation, the National Strategy on Public Order and Security for 2017-2020, National Strategy on Integrated Border Police Management for 2018-2023, as well as Governmental Action Plan for 2020-2023 foresee the strengthening of law enforcement K9 capacities by creating a unified centre for this purpose. MIA's preliminary vision on the K9 Centre includes two directions of activity: (i) training of staff and service dogs and (ii) breeding selection and veterinary treatment of dogs.

Currently, the majority of K9 teams (K9 specialist and service dog) within the internal affairs system are serving in the Border Police, where 53 operational K9 teams out of 106 posts are. At the same time, the total needs of the Border Police amount to 180-200 K9 teams.

The annual turnover of service dogs in Border Police is about 10 out of 60 dogs. The main source of covering the needs comes from external donations and direct purchase, with only a few dogs coming from the Border Police's own breed. This situation is mainly due to the lack of appropriate facilities and infrastructure for carrying out the breeding process.

Thus, the engagement under this project component will help MIA and its subdivisions address the above-mentioned development need by:

- (a) conducting a feasibility study on establishing the K9 Centre (including needs in service dogs per each MIA's subdivision, number and specialties), on centre's infrastructure needs, organization/functioning and staff, the best option for the dislocation place of the K9 Centre;
- (b) updating/upgrading the infrastructure of the K9 Center (developing designs, re/construction of premises);

- (c) creating conditions for training, housing and food premises for dogs, caring and breeding service dogs (veterinary unit, kennels, outdoor training facilities);
- (d) equipping the K9 Centre with office furniture, ICT devices and devices for veterinary investigation of dogs (ultrasonography, X-ray and endoscopy); and
- (e) updating/drafting the regulatory framework and developing relevant SOPs.

So far, a comprehensive evaluation of the current situation regarding the MIA's dog-handling needs, capacities and training system was made by a team of experts contracted by UNDP. Based on the performed evaluation a Feasibility Study was carried out which contain relevant findings, conclusions and recommendations concerning the operationalization of the future K9 Centre (please refer to the Annex 4). The technical design company that will be selected through the current competition will be required to follow the recommendations formulated in the Feasibility Study as well as to communicate and consult the UNDP team of experts during the development of the technical design documentation.

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

The **overall objective** of the assignment is to provide professional engineering/design works, including the preliminary detailed technical expertise, with emphasis on the development of structural design documentation and estimation of costs, required for the reconstruction of MIA's K9 Centre to be located in Boscana, Criuleni district of Moldova.

The contractor will develop the design documentation taking into account the existing K9 Feasibility Study (Annex 4), applying the most efficient technical solutions for proposed public infrastructures and social facilities, based on the type, technical characteristics and specifications of the required scope of rehabilitation works.

The design services will also identify and provide the best opportunities/options for sustainable use, operation and functioning of the rehabilitated infrastructure, proposing modern environmentally friendly and sustainable materials, equipment, technologies, according to the international standards in the fields. The Human Rights Based Approach (HRBA) and accessibility principles for all categories of beneficiaries will be taken into consideration while developing the technical documentation.

#### **C. Design requirements:**

The content of design documentation shall be set up in accordance with national building codes: NCM A.07.02-2012. The selected contractor will render their services for development of clear and complete designs including, but not limited to, the following:

##### **Stage I:**

**1. Pre-Design stage:** Based on existing Feasibility Study 2D preliminary planimetry of the buildings, proposed partitioning of the designed premises (at least two potential scenarios), based on the *de facto* estimates of the beneficiaries' flow in the context of the planned activities and number of staff and service dogs planned to be accommodated. The contractor will provide the most appropriate options for sustainable use, operation and functioning of the modernized infrastructure, proposing modern environmentally friendly and sustainable materials, equipment, technologies and integrating HRBA and accessibility principles, according to the best practices in the field. A preliminary general cost estimate of constructions per m2 will be presented, considering the proposed technological approach. Further, the

developed preliminary 2D drawings will serve as basis for the detailed *Statement of Works* developed by the UNDP engineer with the support of contracted technical design company.

**2. Statement of Works (SOW)** with narrative description of designed technological solutions, units of the main equipment and materials, technical systems/utilities, clarification on how the capacity complimentary elements and systems of the K9 Centre were estimated.

*Important: Prior to the detailed structural design the Contractor will undertake the preliminary detailed technical expertise of the existing premises, providing relevant conclusions, recommendations and required technical solutions. The Contractor will undertake the technical design stage only after the prior approval by UNDP of the provided preliminary technical report and technical solutions.*

## **Stage II:**

**3. Drawings:** Complete detailed construction drawings of all works in sufficient detail for tendering, contractual and construction purposes, based on preliminary developed technical Concept. All drawings shall be presented in electronic (PDF and DWG) format and on appropriate paper support (2 sets of documents in original). All drawings should be clear, sharp, and accurate. Symbols and abbreviations should be defined in a legend. Isometric drawings for the internal heating and ventilation, water supply and sewerage, power supply and low voltage water etc. will be also part of the design assignment.

*Important: Upon necessity, the technical documentation along with the BoQ will be divided in several implementation stages and verified accordingly, to allow the beneficiary to further implement the project based on available budget and time.*

**4. 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 in Romanian, in the following formats: Form 7, Form 5, and Form 3 (according to "WinSmeta"). Please note that, **Form 7 should be submitted in Excel.***

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

**6. Documentation** of all design literature and design calculations for all civil, planning, connections to internal networks and utilities, structural, electrical, low voltage systems, automation and mechanical works. All sets of Design documentation shall be elaborated in 3 copies, including 2 original sets on paper.

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

**7. Cost estimations:** comprehensive estimation of involved costs considering 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 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 technical design documentation must be developed taking into consideration the similar best practices, apply innovative solutions and Human Rights Based Approach.

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 (i.e. solar collectors for hot water etc.);
3. cost efficiency in terms of construction, operation and maintenance;
4. compliance with health and safety requirements;
5. compliance with environmental protection requirements;
5. compatible with HRBA principles.

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

In accomplishing the assignment, the contractor commonly shall be responsible for undertaking all the necessary activities for turning out complete designs and tender documents for construction and putting into operation the aforementioned construction sites with architectural solutions (including roofs re-designing), internal power supply, heating, ventilation, water supply and sanitation, low voltage systems, external water supply, sewerage and heating networks, including, but not limited to, the following tasks:

1. Inspection of premises to determine the volume of construction works and proper location of heating, electrical, water supply and sanitary equipment;
2. Provision of detailed technical expertise of the existing premises. Elaboration of technical expertise report with relevant conclusions and recommendations. The costs for anticipated technical expertise will be included in the financial bid;
3. Elaborate required technical solutions in accordance with valid national legislation and conclusions and recommendations;
4. Carry out necessary topographical and geodesic investigations (if the case);
5. Project sites' general plans, structural designs and engineering, incl. the technological side of water supply and sewerage networks, power equipment, ventilation, landscaping;
6. With the support of beneficiary institution obtain/update technical conditions for the connection to the required networks (by case);
7. Design the organization of construction sites (DOC);
8. Assist beneficiary in obtaining the City Planning Permits (Urbanistic Certificate);
9. Obtain health and sanitary and environmental permits;
10. Develop BoQs and preliminary cost estimates. The design shall encompass BoQs without stating any brand names;
11. Provision of Detailed Design author supervision;
12. Participate in the preliminary and final commissioning committee.

Contractor shall properly coordinate the design and engineering process with the local planning authorities, project beneficiary and UNDP. Contractor should obtain expertise clearance for design from all relevant authorities, when necessary.

Contractor should assist public facilities' owner in requesting and obtaining from the local authorities planning permits, if not obtained.

All the detailed design documentation shall be subject to mandatory control by the State Verification Department or Independent Authorized Verifiers. Design documentation shall undergo an examination (by experts), when needed.

The design company assumes the responsibility to make the necessary technical adjustments and updates (appeared in the process of construction) to the project documentation. These adjustments will be made within five working days upon the official request from the Project's Engineer.

Upon termination of Construction Works, the Contractor will participate in the works hand-over activities and will endorse an author confirmation, certifying the compliance of Works to the design.

#### **E. Implementation timeframe for both construction sites:**

##### **For the Lot 1:**

The LOT 1 will include the technical design of 20 external kennels, rebuilding 1G into the internal kennels with breeding farm and mini obstacle course, rebuilding 1A into a temporary administrative building, technical design of water, sewage, power supply, street lighting, external video monitoring systems, technical design of two obstacles courses for service dogs, partial land use planning, technical design of 1K into osmology laboratories with DIY method.

The Contractor is expected to complete the development of 2D preliminary planimetry of the buildings, proposed partitioning of the designed premises in maximum 10 calendar days from the contract signature date; present full design documentation, including preliminary technical expertise and necessary technical solutions, complete drawings in maximum 85 days from the contract signature date; present BOQs and Costs Estimates in maximum 100 calendar days from the contract signature date; Verification of the designs, Bill of Quantities and Costs Estimates" items, in maximum 115 calendar days from the contract signature date.

##### **For the Lot 2:**

The LOT 1 will include the technical design of 1E into administrative building and the canteen, rebuilding of the 2B into a dormitory with the classrooms, rebuilding of the 1H into depots, rebuilding of the 1G into the internal kennels and 2 depots, rebuilding of the 1R into Veterinary, partial land improvement, technical design of outdoor gym for staff, technical design of a boiler house for 200 Kw.

The Contractor is expected to complete the development of 2D preliminary planimetry of the buildings, proposed partitioning of the designed premises in maximum 20 calendar days from the contract signature date; present full design documentation, including preliminary technical expertise and necessary technical solutions, complete drawings in maximum 100 days from the contract signature date; present BOQs and Costs Estimates in maximum 120 calendar days from the contract signature date; Verification of the designs, Bill of Quantities and Costs Estimates" items, in maximum 140 calendar days from the contract signature date.

#### **F. Deliverables**

Contractor is required to deliver the expected design services for K9 Centre in accordance with the following deliverable items and established schedules:

Item No.	Description/Specification of Services	Delivery Date LOT 1	Delivery Date LOT 2
<b>Phase I: Pre-Design stage for K9 Centre facilities</b>			
1.	2D preliminary planimetry of the buildings, proposed partitioning of the designed premises developed, in accordance with the existing Feasibility Study of K9 Centre.	10 calendar days from the date of	20 calendar days from the date of

		contract signing	contract signing
<b>Phase II: Technical design for Kg Centre facilities</b>			
<b>2.</b>	Detailed technical design drawings, including required technical expertise elaborated.	85 calendar days from the date of contract signing	100 calendar days from the date of contract signing
<b>3.</b>	Bill of quantities (BOQ) and Costs estimates, completed for all items of work with detailed description for each item;	100 calendar days from the date of contract signing	120 calendar days from the date of contract signing
<b>4.</b>	Verification of the designs and Bill of Quantities by independent Authorized/Licensed Experts performed	115 days from the date of contract signing	140 calendar days from the date of contract signing
<b>5.</b>	Detailed Design Author's Supervision during the construction period	throughout the execution of reconstruction works	throughout the execution of reconstruction works

#### Particular requirements for the deliverable items:

**Item 2.** Detailed design of the modernization of Police Stations located in Boscana village, Criuleni district, will include: narrative memo with requirements, technical specifications and standards, seismicity etc.; general plan, architecture and architectural solutions; resistance; technological and structural design; power supply, sewerage and water supply, heating and ventilation and conditioning systems; landscaping; according to local norms and standards; development of recommendations for maintenance and operation.

**Item 3.** The estimation of quantities for all work items must be based on actual take-off calculation and not based on proximate estimates. All BOQs shall be presented in a spreadsheet format, preferably MS Excel, as mentioned above;

**Item 5.** Author's Supervision during the construction period will, also, include contractor's participation at preliminary and final commissioning of completed works procedures.

#### G. General organizational information/requirements

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

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

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 contractor, jointly with premises owners and at the contractor's initiative.

*Buildings:*

The following special regional climate conditions and technical characteristics, shall be considered 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).

## Annex 2

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION***(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>3</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. "RFQ20/02132 - Provision of professional Detailed Technical Design and elaboration of preliminary costs estimation for the reconstruction of Canine Centre for the Ministry of Internal Affairs (2 LOTs)<sup>4</sup>"

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

Item No.	Description/Specification of Services	Measurement Unit (M.U.)	Estimated Q-ty	Unit Price per M.U. (USD), VAT exclusive	Total Price (USD), VAT exclusive	Latest Delivery Date
1	2		4	5	6	7
<b>LOT 1</b>	<b>K9 Centre Stage I: Development of dogs training infrastructure</b>					
	<b>Phase I: Pre-Design stage</b>					
1	2D preliminary planimetry of the buildings, proposed partitioning of the designed premises developed, in accordance with the existing K9 Centre Feasibility Study.	unit	1			10 calendar days from the date of contract signing
	<b>Sub-total Phase I, LOT 1:</b>		-	-		-
	<b>Phase II: Technical design</b>					
2	Development of detailed technical design documentation, including all required expertise (upon necessity), internal networks and external works for the rebuilding <b>1A premises</b> into a temporary administrative building premises.	m <sup>2</sup>	65m2			85 calendar days from the date of contract signing
3	Development of detailed technical design documentation, including all required expertise (upon necessity), internal networks and external works for the rebuilding <b>1G premises</b> into the internal kennels with breeding farm and mini obstacle course.	m2	165m2			

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

<sup>4</sup> As specified in the RFQ, one supplier will be awarded both lots. Still, UNDP reserves the right to contract the announced lots in stages, given the available implementation budget.

Item No.	Description/Specification of Services	Measurement Unit (M.U.)	Estimated Q-ty	Unit Price per M.U. (USD), VAT exclusive	Total Price (USD), VAT exclusive	Latest Delivery Date
1	2		4	5	6	7
4	Development of detailed technical design documentation, including all required expertise (upon necessity), internal networks and external works for the rebuilding <b>1K premises</b> into osmology laboratories with DIY method.	m2	165m2			
5	Development of detailed technical design documentation, internal networks and external works for the construction of <b>20 external kennels</b> .	m2	337m2			
6	<b>Landscaping</b> design works, including topography, <b>the fence</b> , and construction of <b>two obstacles courses</b> for dogs training.	m <sup>2</sup>	3000m2			
7	Technical Design of external networks, including required technical investigations (upon necessity):					
7.1	External networks for water supply	linear meters	1060 m			
7.2	External networks for sewerage supply	linear meters	1010 m			
7.3	External networks for heating, including the heating points	linear meters	502 m			
7.4	External network of power supply	linear meters	2320 m			
7.5	External lighting system	unit	1			
7.6	External video monitoring system	unit	1			
5	Bill of quantities (BOQ) and Costs estimates, completed for all items of work with detailed description for each item;	unit	1			100 calendar days from the date of contract signing
6	Verification of the designs and Bill of Quantities by independent Authorized/Licensed Experts performed	unit	1			115 days from the date of contract signing
7	Detailed Design Author's Supervision during the construction period	unit	1			N/A
	<b>Sub-total Phase II, LOT 1:</b>		-	-		-

Item No.	Description/Specification of Services	Measurement Unit (M.U.)	Estimated Q-ty	Unit Price per M.U. (USD), VAT exclusive	Total Price (USD), VAT exclusive	Latest Delivery Date
1	2		4	5	6	7
	Add: Other Charges (pls. specify)		-	-		-
	<b>TOTAL Phase I and Phase II, LOT 1</b>		-	-		-
<b>LOT 2</b>	<b>Kg Centre Stage II: Full Operationalization of the infrastructure</b>					
	<b>Phase I: Pre-Design stage</b>					
1.	2D preliminary planimetry of the buildings, proposed partitioning of the designed premises developed, in accordance with the existing Kg Feasibility Study.	unit	1			20 calendar days from the date of contract signing
	<b>Sub-total Phase I, LOT 2</b>		-	-		-
	<b>Phase II: Technical design</b>					
2	Development of detailed technical design documentation, including all required expertise (upon necessity), internal networks and external works for the rebuilding <b>1E into administrative building and the canteen.</b>	m <sup>2</sup>	629m2			100 calendar days from the date of contract signing
3	Development of detailed technical design documentation, including all required expertise (upon necessity), internal networks and external works for the rebuilding <b>2B into a dormitory with the classrooms.</b>	m2	900m2			
4	Development of detailed technical design documentation, including all required expertise (upon necessity), internal networks and external works for the rebuilding <b>1H into depots.</b>	m2	116m2			
5	Development of detailed technical design documentation, including all required expertise (upon necessity), internal networks and external works for the rebuilding <b>1M into the internal kennels and 2 depots.</b>	m2	165m2			
6	Development of detailed technical design documentation, including all required expertise (upon necessity), internal networks and external works for the rebuilding <b>1R into Veterinary.</b>	m2	108m2			

Item No.	Description/Specification of Services	Measurement Unit (M.U.)	Estimated Q-ty	Unit Price per M.U. (USD), VAT exclusive	Total Price (USD), VAT exclusive	Latest Delivery Date
1	2		4	5	6	7
7	Development of detailed technical design documentation, including all required expertise (upon necessity), internal networks and external works for the construction of <b>boiler house 200 Kw.</b>	unit	1			
8	Landscaping design works, including outdoor gym for staff	m <sup>2</sup>	4250m2			
9	Bill of quantities (BOQ) and Costs estimates, completed for all items of work with detailed description for each item	unit	1			120 calendar days from the date of contract signing
10	Verification of the designs and Bill of Quantities by independent Authorized/Licensed Experts performed	unit	1			140 days from the date of contract signing
11	Detailed Design Author's Supervision during the construction period	unit	1			N/A
	<b>Sub-total Phase II, LOT 2</b>		-	-		-
	Add: Other Charges (pls. specify)		-	-		-
	<b>TOTAL Phase I and Phase II, LOT 2</b>		-	-		-
	<b>GRAND TOTAL (LOT 1 and LOT 2)</b>		-	-		-

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time for LOTs 1 (115 calendar days)			
Delivery Lead Time for LOTs 2 (140 calendar days)			
Validity of Quotation (90 calendar days)			
All Provisions of the UNDP General Terms and Conditions			



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

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

*[Designation]*

*[Date]*

## Annex 3



**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 fulfil 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) day 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.