

REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 03 November 2014
	REFERENCE: RfQ14/00910

Dear Sir / Madam:

We kindly request you to submit your quotation for **renovation works at the premises of SYSLAB Centre in Comrat**, 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 10 November 2014, 16:30 (Moldova local time) and via e-mail or courier mail to the address below:

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

Quotations shall be submitted in English, Romanian, or Russian, duly signed and stamped and shall be marked with the note <u>"RfQ14/00910: renovation for SYSLAB Comrat"</u>

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

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

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

Exact Address of Delivery Location (identify all, if multiple)	45, Suvorov str. (floor 3), Comrat
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	⊠ 21 calendar days from the signature of contract
Delivery Schedule	⊠ Required
Preferred Currency of Quotation	⊠ Moldovan Lei
Value Added Tax on Price Quotation	⊠ Must be exclusive of VAT and other applicable indirect taxes

After-sales services required	 ☑ Warranty on Parts and Labor for minimum period of 1 year on all renovation works, despite doors, for which the warranty period should be 5 years ☑ Technical Support
Deadline for the Submission of Quotation	10 November 2014, 16:30 (Moldova local time)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	⊠ English ⊠ Others: Romanian, Russian
Documents to be submitted	 ☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☑ Company profile (short info up to 1 page); ☑ Copy of Company's Registration Certificate; ☑ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past year; ☑ The list of similar works previously accomplished (minimum 3); ☑ Copy of License for provision of construction works; ☑ Detailed technical description of the offered goods/materials; ☑ Certificates of quality for the offered materials; ☑ Quality Certificates (ISO, etc.) and/or other similar certificates; ☑ 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	\boxtimes 60 days \square 90 days \square 120 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	⊠ Not permitted
Payment Terms	☑ Others: 20 % upon contract signature, 80% upon completion of works
Liquidated Damages	0.1% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria	 ☑Technical responsiveness/Full compliance to requirements and lowest price¹; ☑Availability of license for construction services; ☑Minimum 3 year experience in the field; ☑Full acceptance of the PO/Contract General Terms and Conditions ☑Maximum delivery period not to exceed 21 calendar days upon signature of contract.
UNDP will award to:	⊠One and only one supplier
Type of Contract to be Signed	⊠Other Type/s of Contract: Contract for Civil Works
Special conditions of Contract	⊠Cancellation of Contract if the delivery/completion is delayed by 21 days
Conditions for Release of Payment	⊠Written Acceptance of Goods/Services based on full compliance with RFQ requirements

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

	Specifications of the Works Required (Annex 1)
	☑ Form for Submission of Quotation (Annex 2)
4	☐ General Terms and Conditions / Special Conditions (Annex 3).
Annexes to this RFQ	
	Non-acceptance of the terms of the General Terms and Conditions
	(GTC) shall be grounds for disqualification from this procurement
	process.
	Dumitru Vasilescu, Project Manager
	dumitru.vasilescu@undp.org
Contact Person for Inquiries	Any delay in UNDP's response shall be not used as a reason for
(Written inquiries only) ²	extending the deadline for submission, unless UNDP determines that
	such an extension is necessary and communicates a new deadline to
	the Proposers.

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

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

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

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

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,

Dumitru Vasilescu, Project Manager

Specificatii Tehnice

Nº crt.	Simbol norme şi Cod resurse	Lucrări și cheltuieli	U.M.	Cantitate conform datelor din proiect
		2	4	-
1	2	3	4	5
		1. Sala de trening		
1	CN53A	Grunduirea suprafetelor interioare a peretilor si tavanelor	m2	181.800
2	RpCO56C	Demontari: captuseli din lemn la pereti despartitori.	m2	17.700
3	RpCO56A	Demontari: timplarie din lemn usi.	m2	1.800
4	RpCK41C	Desfacerea pardoselilor din linoleum pe suport .(repararea suportului)	m2	76.600
5	RpEF23A	Demontari de corpuri de iluminat orice tip.	buc	12.000
6	CF50B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la pereti si pereti despartitori, preparare manuala a mortarului.	m2	112.600
7	CF52B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la tavan, preparare manuala a mortarului	m2	75.600
8	RpCO22C	Montarea usilor interioare, gata confectionate din lemn, simple, confectionate din orice fel de material, pe toc, in doua canaturi (2050x900)	m2	1.850
9	RpEF15A	Montarea corpurilor de iluminat fluorescent tip GN-420C/BGV 4x20 W, fara tub.	buc	8.000
10	RpEF12B	Montarea lampilor (becurilor), tip:L18W/765 T8 Basic tuburi fluorescente	buc	32.000
11	RpEC01C	Montarea locului de lampa, executat ingropat in zidarie tencuita, cu conductori de cupru 3x1.5 mm2, in camere cu inaltimea de pina la 3 m, scoli.	buc	8.000
12	RpEC04C	Montarea locului de priza, cu conductori din cupru 3x2.5mm2 in plinte PVC, in camere cu inaltimea de peste 3 m, spitale,scoli.	buc	7.000
13	CN54A	Aplicarea manuala a grundului cu cuart "Gleta" intr- un strat, la pereti si tavane interioare	m2	188.200
14	CN06A	Vopsitorii interioare cu vopsea pe baza de copolimeri vinilici in emulsie apoasa, aplicate in 2 straturi pe glet existent, executate manual	m2	188.200
15	CG08A	Pardoseli din linoleum g=3mm montate pe suport existent, curatate, inclusiv pervazurile din PVC, in incaperi cu suprafete mai mari de 16 mp.	m2	76.600
16	RpVB09B	Montarea jaluzeleor verticale, gata confectionate cu dem. 5200x2290h, 5200x2260h.mm, montata pe tavan.	buc	2.000
		2. Sala de calculatoare		
17	CN53A	Grunduirea suprafetelor interioare a peretilor si tavanelor	m2	183.200
18	RpCO56A	Demontari: timplarie din lemn usi, ferestre, etc.	m2	1.800
19	RpCK41C	Desfacerea pardoselilor din linoleumpe suport. (repararea suportului)	m2	74.650
20	RpEF23A	Demontari de corpuri de iluminat orice tip.	buc	8.000

1	2	3	4	5
21	RpCK41A	Desfacerea pardoselilor din dusumele din scindura, dulapi, etc	m2	11.550
22	RpCJ28A	Placarea peretilor cu placi din ghips-carton, cu grosimea placii de 12,5 mm, avind suprafete netede in incaperi cu umiditate normala	m2	2.500
23	CF50B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la pereti si pereti despartitori, preparare manuala a mortarului.	m2	112.100
24	CF52B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la tavan, preparare manuala a mortarului	m2	82.600
25	RpCO22A	Montarea usilor interioare, gata confectionate din metal dem.2050x900mm, pe toc.de calitate superioara cu 2 iale.	m2	1.850
26	RpEF15A	Montarea corpurilor de iluminat fluorescent tip GN-420C/BGV 4x20 W, fara tub.	buc	6.000
27	RpEF12B	Montarea lampilor (becurilor), tip:L18W/765 T8 Basic tuburi fluorescente	buc	24.000
28	RpEC01C	Montarea locului de lampa, executat ingropat in zidarie tencuita, cu conductori de cupru 3x1.5 mm2, in camere cu inaltimea de pina la 3 m, scoli.	buc	8.000
29	RpEC04C	Montarea locului de priza, cu conductori din cupru 3x2.5mm2, plinte PVC, in camere cu inaltimea de peste 3 m, spitale,scoli.	buc	7.000
30	CN54A	Aplicarea manuala a grundului cu cuart "Gleta" intr- un strat, la pereti si tavane interioare	m2	194.700
31	CN06A	Vopsitorii interioare cu vopsea pe baza de copolimeri vinilici in emulsie apoasa, aplicate in 2 straturi pe glet existent, executate manual	m2	194.700
32	CG08A	Pardoseli din linoleum g=3mm montate pe suport existent, curatate, inclusiv pervazurile din PVC, in incaperi cu suprafete mai mari de 16 mp.	m2	76.600
33	RpVB09B	Montarea jaluzeleor verticale, gata confectionate cu dem.2400x2260h, 5200x2260h.mm, montata pe tavan.	buc	2.000
34	CM07A	Perete despartitor din PVC cu dem. 3500x2900mm se demonteaza si se monteaza in sala de computatoare.	m2	10.150
		3. Oficiul administrativ		
35	CN53A	Grunduirea suprafetelor interioare a peretilor si tavanelor	m2	52.220
36	RpCO56A	Demontari: timplarie din lemn usi.	m2	1.800
37	RpCK41C	Desfacerea pardoselilor din linoleum pe support (repararea suportului)	m2	11.220
38	RpEF23A	Demontari de corpuri de iluminat orice tip.	buc	1.000
39	CF50B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la pereti si pereti despartitori, preparare manuala a mortarului.	m2	41.000
40	CF52B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la tavan, preparare manuala a mortarului	m2	11.220
41	RpCO22C	Montarea usilor interioare, gata confectionate, simple, confectionate in doua canaturi (2050x900) cu iala	m2	1.850
42	RpEF15A	Montarea corpurilor de iluminat fluorescent tip GN-420C/BGV 4x20 W, fara tub.	buc	8.000
43	RpEF12B	Montarea lampilor (becurilor), tip:L18W/765 T8	buc	4.000

1	2	3	4	5
		Basic tuburi fluorescente		
44	RpEC01C	Montarea locului de lampa, executat ingropat in		
		zidarie tencuita, cu conductori de cupru 3x1.5	buc	1.000
		mm2, elementele de protectie, in camere cu	buc	1.000
		inaltimea de pina la 3 m, scoli.		
45	RpEP01A	Montarea punctului de alimentare (dulapuri de	buc	1.000
		distributie,contor monofaza.cablu 3x2.5mm2)	, , , , , , , , , , , , , , , , , , ,	1.000
46	RpEE15A	Montarea intrerupatoarelor - intrerupator	buc	3.000
		monopolar 25 A- simbol 3129 N		
47	RpEC04C	Montarea locului de priza, cu conductori din cupru		2 2 2 2
		3x2.5mm2 , plinte PVC, in camere cu inaltimea de	buc	3.000
40	CNIFAA	peste 3 m, spitale,scoli.		
48	CN54A	Aplicarea manuala a grundului cu cuart "Gleta" intr-	m2	52.220
49	CN06A	un strat, la pereti si tavane interioare		
49	CNUOA	Vopsitorii interioare cu vopsea pe baza de copolimeri vinilici in emulsie apoasa, aplicate in 2	m2	52.220
		straturi pe glet existent, executate manual	1112	32.220
50	CG08A	Pardoseli din linoleum g= 3mm montate pe		
30	CGOOA	suport existent, curatate, inclusiv pervazurile din	m2	11.220
		PVC, in incaperi cu suprafete mai mari de 16 mp.	1112	11.220
51	RpVB09B	Montarea jaluzeleor verticale, gata confectionate	_	
31	NPVBOSB	cu dem 2200x2240h.mm, montata pe tavan.	buc	1.000
52	CF54A	Placarea peretilor cu placi din ghips-carton,		
-		grosime 12,5 mm, montati pe structura din profil	m2	2.000
		zincat: pe suprafete plane.		
	•	, , ,		•
		4. Oficiul de centru		
53	CN53A	Grunduirea suprafetelor interioare a peretilor si	m2	76.160
		tavanelor		70.100
54	RpCK41C	Desfacerea pardoselilor din linoleum pe suport .	m2	20.160
	CEEOD	Tour and all instantianous de Common annotation and annotation		
55	CF50B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la		
		pereti si pereti despartitori, preparare manuala a	m2	56.000
		mortarului.		
56	CF52B	Tencuieli interioare de 5 mm grosime, executate		
30	Ci 32b	manual, cu amestec uscat pe baza de ipsos, la	m2	20.160
		tavan, preparare manuala a mortarului	2	201100
57	RpCO22C	Montarea usilor interioare, gata confectionate,		
	1.00000	simple, pe toc, in doua canaturi (2050x900) cu iala.	m2	1.850
58	RpEF15A	Montarea corpurilor de iluminat fluorescent tip GN-	1	2.000
		420C/BGV 4x20 W, fara tub.	buc	2.000
59	RpEF12B	Montarea lampilor (becurilor), tip:L18W/765 T8	bus	9,000
		Basic tuburi fluorescente	buc	8.000
60	RpEC01C	Montarea locului de lampa, cu conductori de cupru		
		3x1.5 mm2 introdusi in elementele de protectie, in	buc	2.000
		camere cu inaltimea de pina la 3 m, scoli.		
61	RpEC04C	Montarea locului de priza, cu conductori din cupru		
		3x2.5mm2, plinte PVC, in camere cu inaltimea de	buc	2.000
	CN T 4 4	peste 3 m, spitale, scoli.		
62	CN54A	Aplicarea manuala a grundului cu cuart "Gleta" intr-	m2	76.160
62	CNOCA	un strat, la pereti si tavane interioare		
63	CN06A	Vopsitorii interioare cu vopsea pe baza de	2	76.160
		copolimeri vinilici in emulsie apoasa, aplicate in 2	m2	76.160
6.1	CCOSA	straturi pe glet existent, executate manual		
64	CG08A	Pardoseli din linoleum g= 3mm montate pe suport	mJ	20.160
		existent, curatate, inclusiv pervazurile din PVC, in	m2	20.160
65	RpVB09B	incaperi cu suprafete mai mari de 16 mp. Montarea jaluzeleor verticale, gata confectionate		
05	uhvense	cu dem.2200x2260h mm, montata pe tavan.	buc	1.000
66	RpCO22A	Montarea usei exterioare, gata confectionate din		
00	NPCOZZA	metal dem.2100x1500mm, pe toc.de calitate	m2	3.150
		metal define rook 1500 mm, pe tocate cantate		J

1	2	3	4	5			
	5. Antreu						
67	RpCO22A	Montarea usei exterioare, gata confectionate din metal dem.2100x1500mm, pe toc.de calitate superioara cu 2 iale. (inchiderea mai sus de usa cu metal g=2mm,dim.1500x850mm.)	m2	3.150			

Nota: Toate dimensiunile sunt preventive si vor fi concretizate de către antreprenor pe șantier.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION³

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁴)

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. 14/00910.

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

Nō	Simbol			Cantitate	Preţ pe		
crt.	norme, cod	Denumire lucrări	U.M.		unitate de	Total, lei	Termen de
C. c.	resurse	Benamme racian	0		măsură, lei	(col.5 x	executare
	icsaisc				(inclusiv	col.6),	executare
					salariu)		
					Salariu)	TVA –	
1	2	3	4	5		0%	
		1. Sala de trening	-				
1	CN53A	Grunduirea suprafetelor interioare a					
'	CNSSA	peretilor si tavanelor	m2	181.800			
	D=-COE(C	•					
2	RpCO56C	Demontari: captuseli din lemn la	m2	17.700			
_	D 60564	pereti despartitori.					
3	RpCO56A	Demontari: timplarie din lemn usi.	m2	1.800			
4	RpCK41C	Desfacerea pardoselilor din linoleum	m2	76.600			
		pe support. (repararea suportului)					
5	RpEF23A	Demontari de corpuri de iluminat	buc	12.000			
		orice tip.	buc	12.000			
6	CF50B	Tencuieli interioare de 5 mm					
		grosime, executate manual, cu					
		amestec uscat pe baza de ipsos, la	m2	112.600			
		pereti si pereti despartitori, preparare					
		manuala a mortarului.					
7	CF52B	Tencuieli interioare de 5 mm					
		grosime, executate manual, cu					
		amestec uscat pe baza de ipsos, la	m2	75.600			
		tavan, preparare manuala a					
		mortarului					
8	RpCO22C	Montarea usilor interioare, gata					
	•	confectionate din lemn, simple,					
		confectionate din orice fel de	m2	1.850			
		material, pe toc, in doua canaturi					
		(2050x900)					
9	RpEF15A	Montarea corpurilor de iluminat					
	•	fluorescent tip GN-420C/BGV 4x20 W,	buc	8.000			
		fara tub.					
10	RpEF12B	Montarea lampilor (becurilor),					
		tip:L18W/765 T8 Basic tuburi	buc	32.000			
		fluorescente	240	32.000			
11	RpEC01C	Montarea locului de lampa, executat					
' '	prco.ic	ingropat in zidarie tencuita, cu					
		conductori de cupru 3x1.5 mm2 , in	buc	8.000			
		camere cu inaltimea de pina la 3 m,	buc	0.000			
		scoli.					
		JCOII.					

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

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

12	RpEC04C	Montarea locului de priza, cu conductori din cupru 3x2.5mm2 in plinte PVC, in camere cu inaltimea de peste 3 m, spitale, scoli.	buc	7.000		
13	CN54A	Aplicarea manuala a grundului cu cuart "Gleta" intr-un strat, la pereti si tavane interioare	m2	188.200		
14	CN06A	Vopsitorii interioare cu vopsea pe baza de copolimeri vinilici in emulsie apoasa, aplicate in 2 straturi pe glet existent, executate manual	m2	188.200		
15	CG08A	Pardoseli din linoleum g= 3mm montate pe suport existent, curatate, inclusiv pervazurile din PVC, in incaperi cu suprafete mai mari de 16 mp.	m2	76.600		
16	RpVB09B	Montarea jaluzeleor verticale, gata confectionate cu dem. 5200x2290h, 5200x2260h.m, montata pe tavan.	buc	2.000		
		Total Sala de trening				
		2. Sala de computatoare.				
17	CN53A	Grunduirea suprafetelor interioare a peretilor si tavanelor	m2	183.200		
18	RpCO56A	Demontari: timplarie din lemn usi, ferestre, etc.	m2	1.800		
19	RpCK41C	Desfacerea pardoselilor din linoleumpe suport. (repararea suportului)	m2	74.650		
20	RpEF23A	Demontari de corpuri de iluminat orice tip.	buc	8.000		
21	RpCK41A	Desfacerea pardoselilor din dusumele din scindura, dulapi, etc	m2	11.550		
22	RpCJ28A	Placarea peretilor cu placi din ghips- carton, cu grosimea placii de 12,5 mm, avind suprafete netede in incaperi cu umiditate normala	m2	2.500		
23	CF50B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la pereti si pereti despartitori, preparare manuala a mortarului.	m2	112.100		
24	CF52B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la tavan, preparare manuala a mortarului	m2	82.600		
25	RpCO22A	Montarea usilor interioare, gata confectionate din metal dem.2050x900mm, pe toc.de calitate superioara cu 2 iale.	m2	1.850		
26	RpEF15A	Montarea corpurilor de iluminat fluorescent tip GN-420C/BGV 4x20 W, fara tub.	buc	6.000		
27	RpEF12B	Montarea lampilor (becurilor), tip:L18W/765 T8 Basic tuburi fluorescente	buc	24.000		
28	RpEC01C	Montarea locului de lampa, executat ingropat in zidarie tencuita, cu conductori de cupru 3x1.5 mm2, in camere cu inaltimea de pina la 3 m, scoli.	buc	8.000		
29	RpEC04C	Montarea locului de priza, cu	buc	7.000		

		conductori din cupru 3x2.5mm2, plinte PVC, in camere cu inaltimea de peste 3 m, spitale,scoli.			
30	CN54A	Aplicarea manuala a grundului cu cuart "Gleta" intr-un strat, la pereti si tavane interioare	m2	194.700	
31	CN06A	Vopsitorii interioare cu vopsea pe baza de copolimeri vinilici in emulsie apoasa, aplicate in 2 straturi pe glet existent, executate manual	m2	194.700	
32	CG08A	Pardoseli din linoleum g=3mm montate pe suport existent, curatate, inclusiv pervazurile din PVC, in incaperi cu suprafete mai mari de 16 mp.	m2	76.600	
33	RpVB09B	Montarea jaluzeleor verticale, gata confectionate cu dem. 2400x2260h, 5200x2260h.m, montata pe tavan.	buc	2.000	
34	CM07A	Perete despartitor din PVC cu dem. 3500x2900mm se demonteaza si se monteaza in sala de computatoare.	m2	10.150	
	Tot	al Sala de computatoare.	I		
		3. Oficiul administrativ.			
35	CN53A	Grunduirea suprafetelor interioare a peretilor si tavanelor	m2	52.220	
36	RpCO56A	Demontari: timplarie din lemn usi.	m2	1.800	
37	RpCK41C	Desfacerea pardoselilor din linoleum pe suport .(repararea suportului)	m2	11.220	
38	RpEF23A	Demontari de corpuri de iluminat orice tip.	buc	1.000	
39	CF50B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la pereti si pereti despartitori, preparare manuala a mortarului.	m2	41.000	
40	CF52B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la tavan, preparare manuala a mortarului	m2	11.220	
41	RpCO22C	Montarea usilor interioare, gata confectionate, simple, confectionate in doua canaturi (2050x900) cu iala	m2	1.850	
42	RpEF15A	Montarea corpurilor de iluminat fluorescent tip GN-420C/BGV 4x20 W, fara tub.	buc	8.000	
43	RpEF12B	Montarea lampilor (becurilor), tip:L18W/765 T8 Basic tuburi fluorescente	buc	4.000	
44	RpEC01C	Montarea locului de lampa, executat ingropat in zidarie tencuita, cu conductori de cupru 3x1.5 mm2, elementele de protectie, in camere cu inaltimea de pina la 3 m, scoli.	buc	1.000	
45	RpEP01A	Montarea punctului de alimentare (dulapuri de distributie,contor monofaza.cablu 3x2.5mm2)	buc	1.000	
46	RpEE15A	Montarea intrerupatoarelor - intrerupator monopolar 25 A- simbol 3129 N	buc	3.000	

47	RpEC04C	Montarea locului de priza, cu conductori din cupru 3x2.5mm2, plinte PVC, in camere cu inaltimea de peste 3 m, spitale, scoli.	buc	3.000		
48	CN54A	Aplicarea manuala a grundului cu cuart "Gleta" intr-un strat, la pereti si tavane interioare	m2	52.220		
49	CN06A	Vopsitorii interioare cu vopsea pe baza de copolimeri vinilici in emulsie apoasa, aplicate in 2 straturi pe glet existent, executate manual	m2	52.220		
50	CG08A	Pardoseli din linoleum g= 3mm montate pe suport existent, curatate, inclusiv pervazurile din PVC, in incaperi cu suprafete mai mari de 16 mp.	m2	11.220		
51	RpVB09B	Montarea jaluzeleor verticale, gata confectionate cu dem 2200x2240h.mm, montata pe tavan.	buc	1.000		
52	CF54A	Placarea peretilor cu placi din ghips- carton, grosime 12,5 mm, montati pe structura din profil zincat: pe suprafete plane.	m2	2.000		
	Total	Oficiul administrativ.				
		4. Oficiul de centru				
53	CN53A	Grunduirea suprafetelor interioare a peretilor si tavanelor	m2	76.160		
54	RpCK41C	Desfacerea pardoselilor din linoleum pe suport.	m2	20.160		
55	CF50B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la pereti si pereti despartitori, preparare manuala a mortarului.	m2	56.000		
56	CF52B	Tencuieli interioare de 5 mm grosime, executate manual, cu amestec uscat pe baza de ipsos, la tavan, preparare manuala a mortarului	m2	20.160		
57	RpCO22C	Montarea usilor interioare, gata confectionate, simple, pe toc, in doua canaturi (2050x900) cu iala.	m2	1.850		
58	RpEF15A	Montarea corpurilor de iluminat fluorescent tip GN-420C/BGV 4x20 W, fara tub.	buc	2.000		
59	RpEF12B	Montarea lampilor (becurilor), tip:L18W/765 T8 Basic tuburi fluorescente	buc	8.000		
60	RpEC01C	Montarea locului de lampa,cu conductori de cupru 3x1.5 mm2 introdusi in elementele de protectie, in camere cu inaltimea de pina la 3 m, scoli.	buc	2.000		
61	RpEC04C	Montarea locului de priza, cu conductori din cupru 3x2.5mm2, plinte PVC, in camere cu inaltimea de peste 3 m, spitale,scoli.	buc	2.000		
62	CN54A	Aplicarea manuala a grundului cu cuart "Gleta" intr-un strat, la pereti si tavane interioare	m2	76.160		
63	CN06A	Vopsitorii interioare cu vopsea pe	m2	76.160		

		baza de copolimeri vinilici in					
		emulsie apoasa, aplicate in 2					
		straturi pe glet existent, executate					
		manual					
64 (CG08A	Pardoseli din linoleum g= 3mm					
		montate pe suport existent,					
		curatate, inclusiv pervazurile din	m2	20.160			
		PVC, in incaperi cu suprafete mai					
		mari de 16 mp.					
65 F	RpVB09B	Montarea jaluzeleor verticale, gata					
		confectionate cu dem.2200x2260h	buc	1.000			
		mm, montata pe tavan.					
66 F	RpCO22A	Montarea usei exterioare, gata					
		confectionate din metal					
		dem.2100x1500mm, pe toc.de	m2	3.150			
		calitate superioara cu 2	1112	5.150			
		iale.(inchiderea mai sus de usa cu					
		metal g=2mm,dim.1500x850mm.)					
		Total Oficiul de centru					
		5. Antreu					
67 F	RpCO22A	Montarea usei exterioare, gata					
	•	confectionate din metal					
		dem.2100x1500mm, pe toc.de					
		calitate superioara cu 2	m2	3.150			
		iale.(inchiderea mai sus de usa cu					
		metal g=2mm,dim.1500x850mm.)					
	Total Antreu						

Total:

Cheltuieli directe	lei	
Fondul social si medical		
Transportarea materialelor		
Total	100,00 +	
Cheltuieli de regie		
Total	100,00 +	
Beneficiu		

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

Other Information pertaining to our	Your Responses			
Quotation are as follows:	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal	
Delivery Lead Time				
Warranty and After-Sales Requirements				
 a) One (1) year warranty on all renovation works, including parts and labor. Five (5) years warranty on doors 				
 b) Technical support availability after contract completion 				

Validity of Quotation (60 days)		
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]

GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1 Name UNDP as additional insured:
- 8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
- 8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as

confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1 The recipient ("Recipient") of such information shall:
- 13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1 any other party with the Discloser's prior written consent; and,
- 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
- 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in

accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive

damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1,

4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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