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## REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2020-9162240

14 October 2020

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Roof renovation works, Tereza Sobolevschi kindergarten, Ungheni, Moldova

**THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:**

**Prepared By:**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Radu Bradescu

(To be contacted for additional information, NOT FOR SENDING PROPOSALS)

Email : rbradescu@unicef.org

**Approved By:**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Tatiana Ribac

## REQUEST FOR PROPOSAL FOR SERVICES FORM

This FORM must be completed, signed and returned to UNICEF.  
Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

### TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

### INFORMATION

Any request for information regarding this RFPS must be forwarded by email to the person who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2020-9162240** set out in the attached document, hereby offers to execute the services specified in this document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

Please indicate which of the following Payment Terms are offered by you:

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_ Other \_\_\_\_\_

Item	Service Description	Quantity	Unit	Unit Price	Price
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**10 Roof Renovation Works - Ungheni**

The RFP is composed of the following documents:

- Request for Proposal (this document),
- Annex A, UNICEF General Terms and Conditions,
- Annex B: Terms of References (ToR),
- Annex C: Technical Proposal Forms (enclosed in the ToR, page 6),
- Annex D: Financial Proposal Forms (enclosed in the ToR, page 13),
- Annex E: Technical documents (Specification and Design drawings, attached to the RFP as a separate document),
- Annex F: Templates and general documents (attached to the RFP as separate documents):
  - F1 Template UNICEF contract for Construction Works # EN, RO, RU
  - F2 UNICEF General Terms and Conditions RO, RU
  - F3 BoQs in editable MS Word format

Roof Renovation Works - Ungheni	1	PU
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## SPECIAL NOTES

### PART I - PURPOSE OF THIS REQUEST FOR PROPOSALS FOR SERVICES

#### 1. Background

1.1 UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

#### 2. Solicitation

**2.1 The purpose of this Request for Proposals for Services ("RFPS") is to invite proposals for**

**Roof renovation works for the Tereza Sobolevschi Kindergarten in Ungheni, Moldova, as detailed in the Terms of Reference attached at Annex B.**

2.2 This RFPS document is comprised of the following:

- This document (RFP Document)
- The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document
- The full Terms of Reference with all the appendixes attached as Annex B to this RFP

2.3 This RFPS is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Proposer and UNICEF and nothing in or in connection with this RFPS shall give rise to any liability on the part of UNICEF unless and until a contract is signed by UNICEF and the successful Proposer.

### PART II - PROPOSAL SUBMISSION PROCESS

#### 1. Proposal Submission Schedule

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by email at [rbradescu@unicef.org](mailto:rbradescu@unicef.org) that they have received this RFPS.

#### 1.2 Instructions for proposal submission:

##### **Hardcopy submissions:**

Full proposals should be submitted in ENGLISH and must be received not later than 11:00 on **4 November 2020** in one copy, duly signed and dated. Bidders must submit a sealed submission, with two separate sealed envelopes inside for a) the Technical Proposal (including signed Bid Form) and b) the Price Proposal.

Sealed proposals must be securely closed in suitable envelopes and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. They must be clearly marked as follows:

- Outer envelope: Name of company  
RFP number LRPS-2020-9162240  
UNICEF Moldova  
131, 31 August 1989 street, UN House, Chisinau, MD-2012 Moldova
- filed and signed Bid Form;
- Inner envelope # technical proposal: Name of company, RFP number - technical proposal
- Inner envelope - price proposal: Name of company, RFP number - price proposal

Proposals received in any other manner will be invalidated.

Sealed proposals received prior to the stated closing time and date will be kept unopened. The responsible officers will open technical proposals when the specified time has arrived and no

proposal received thereafter will be considered. UNICEF will accept no responsibility for the premature opening of a proposal not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the bidder.

Offers delivered at a different address or in a different form than prescribed in this RFP, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected.

All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

#### **E-mailed submissions:**

Proposals sent by e-mail should be submitted in ENGLISH and must be received not later than 11:00 on **4 November 2020**, in one separate e-mail for the Technical Proposal containing a scanned copy of the duly signed and dated Technical Proposal with the e-mail subject "LRPS-2020-9162240 Technical", and another separate e-mail for the Price Proposal containing a scanned copy duly signed and dated with the e-mail subject "LRPS-2020-9162240 Financial". Please password-secure the PDF file containing Price Proposal or compress it with ZIP archiver with password protection and do not provide the password until requested further by UNICEF. The duly signed Bid Form must be included in the Technical Proposal e-mail.

The official address for e-mail submission will be **chisinautenders@unicef.org**.

The e-mail sent shall be free from viruses and corrupted files. Max. File Size per transmission: 15 MB. **Please note that submission received after 11:00, 4 November 2020, will not be considered for opening and evaluation.**

1.3 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by email to Radu Bradescu at [rbradescu@unicef.org](mailto:rbradescu@unicef.org). The deadline for receipt of any questions is two days prior to deadline, COB.

**IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE - ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.**

Proposers are required to keep all questions as clear and concise as possible.

Proposers are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFPS, providing full details. Proposers will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Proposers and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and posted on the UNICEF website.

Usually the questions received will be anonymized and posted, together with the replies, on the UN.md and UNGM.org webpages this announcement is published on.

1.4 Amendments to RFPS Documents. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the RFPS documents by amendment. If the RFPS was available publicly online, amendments will also be posted publicly online. Further, all prospective Proposers that have received the RFPS documents directly from UNICEF will be notified in writing of all amendments to the RFPS documents. In order to afford prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, UNICEF may, at its sole discretion, extend the Submission Deadline.

**1.5 Submission Deadline. The deadline for submission of proposals is as follows:  
4 November 2020, 11:00.**

Any proposals received by UNICEF after the Submission Deadline will be rejected.

1.6 Proposal Opening. Due to the nature of this RFPS, there will be no public opening of

proposals.

## 2. Language

2.1 The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and UNICEF, will be written in ENGLISH. Supporting documents and printed literature furnished by the Proposer may be in another language provided that they are accompanied by an appropriate translation in ENGLISH. When interpreting the Proposal, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The sole responsibility for translation, including the accuracy of the translation, will rest with the Proposer.

## 3. Validity of proposals; Modification and Clarifications; Withdrawal

### 3.1 Validity Period. Important!

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**Proposers must indicate the validity period of their Proposal. Due to a mandatory UNICEF requirement, proposals should be valid for a period of one hundred and twenty (120) days after the Submission Deadline.**

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**A Proposal valid for a shorter period of time shall not be further considered.**

UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

3.2 Other Changes. All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a modification and supersedes the earlier version of the Proposal, or state the changes from the original Proposal.

3.3 Withdrawal of Proposal. A Proposal may be withdrawn by the Proposer on e-mailed, faxed or written request received by UNICEF from the Proposer prior to Submission Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.

3.4 Clarifications Requested by UNICEF. During the evaluation of Proposals, UNICEF may, in its sole discretion, seek clarifications from any Proposer in order for UNICEF to fully understand the Proposer's Proposal and assist in the examination, evaluation and comparison of Proposals. UNICEF may seek such clarifications through written communications or may request an interview with any Proposer. During this clarification process, no change in the price or substance of the Proposal will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.

3.5 References. UNICEF reserves the right to contact any or all references supplied by the Proposer(s) and to seek references from other sources as UNICEF deems appropriate.

## 4. Eligibility; Proposer Information

4.1 Proposer. The term "Proposer" refers to those companies that submit a proposal pursuant to this RFPS and "Proposal" refers to all the documents provided by the Proposer in its response to this RFPS. A Proposer will only be eligible for consideration if it complies with the representations set out in Part V of this RFPS, including the representations on ethical standards, including conflicts of interest.

4.2 Joint Venture, Consortium or Association.

(a) If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the proposal, each such legal entity will confirm in their joint Proposal that:

- they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Proposal;

and

- if they are awarded the contract, the designated lead entity will enter into the contract with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.

(b) After the Proposal has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.

(c) If a joint venture's Proposal is the Proposal selected for award, UNICEF will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.

4.3 Proposals from Government Organizations. The eligibility of Proposers that are wholly or partly owned by the Government will be subject to UNICEF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these RFPS documents, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

4.4 Proposals from organizations where the sole proprietor is a former or retired UNICEF/UN staff member. Any organization, whose sole proprietor is a former or retired staff member of UNICEF (or any other United Nations organization), which submits a Proposal must disclose this previous United Nations employment at the time of submission. Any such Proposal will be treated as though the Proposal came from an individual for the purposes of UNICEF's standard conditions on contracting former and retired members of staff.

## 5. Preparation of Offer

5.1 Proposers are responsible to inform themselves in preparing their Proposal. In this regard, the Proposers will ensure that they:

- Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the RFPS documents (including the Instruction to Proposers section);
- Review the RFPS to ensure that they have a complete copy of all documents;
- Review the standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html);
- Review the UNICEF policies publicly available on the UNICEF Supply website: [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html).

In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;

- Attend any bid conference if it is mandatory under this RFPS;
- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

Proposers acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this RFPS or any other information provided to the Proposers.

5.2 Failure to meet all requirements and instructions in the RFPS documents or to provide all requested information will be at the Proposer's own risk, and may result in rejection of the Proposer's Proposal.

5.3 The Proposal must be organized to follow the format of this RFPS. Each Proposer must respond to the stated requests or requirements, and indicate that the Proposer understands and confirms acceptance of UNICEF's stated requirements. The Proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is not acceptable. Any item not specifically addressed in the Proposal will be deemed as accepted by the Proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Proposal.



5.4 All references to descriptive materials should be included in the appropriate Proposal paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.

**5.5 The completed and signed Request for Proposal for Services Form (Bid Form) must be submitted together with the Technical Proposal. The Request for Proposal for Services Form must be signed by a duly authorized representative of the Organization/Company.**

Please provide in the Bid Form the United Nations Global Marketplace (UNGM) vendor number, if available. To register the company in the UNGM, please follow the simple registration process detailed at <https://www.ungm.org/Public/Pages/RegistrationProcess>. Although the required registration is 'Basic Level', all UNICEF vendors are encouraged to register at 'Level 1' in order to provide the certificate of registration/incorporation.

5.6 Proposals must be clearly marked with the RFPS number: LRPS-2020-9162240.

5.7 If answer sheets are provided by UNICEF then these must be completed by the Proposer.

5.8 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFPS, paying particular attention to its Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need. **NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL OR IN THE BID FORM.**

5.9 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference/Statement of Work for this RFPS.

5.10 Each Proposer acknowledges that its participation in any stage of the solicitation process for this RFPS is at its own risk and cost. The Proposer is responsible for, and UNICEF is not responsible for, the costs of preparing its Proposal or response to this RFPS, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

## **6. Proposal Documents; Confidentiality**

6.1 This RFPS, together with all Proposal documents provided by the Proposer to UNICEF, will be considered the property of UNICEF and Proposals will not be returned to the Proposers.

6.2 Information contained in the Proposal documents, which the Proposer considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.

6.3 All information and documents provided to the Proposers by UNICEF ("RFPS Materials") shall be treated as confidential by the Proposers. If the Proposer declines to respond to this RFPS, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly return all such RFPS Materials to UNICEF, or destroy or delete all such RFPS Materials. The Proposer shall not use the RFPS Materials for any purpose other than the purpose of preparing a Proposal and shall not disclose the RFPS Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant RFPS Materials are at the time of this RFPS lawfully in the possession of the Proposer through a party other than UNICEF; (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the RFPS Materials; or (e) if the RFPS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the RFPS Materials.

## **7. Multiple proposals and proposals from related organizations**

7.1 Proposers shall not submit more than one Proposal as part of this RFPS process.

7.2 If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal then neither the lead entity nor the member entities of the joint venture may submit another Proposal, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.

7.3 UNICEF reserves the right to reject separate Proposals submitted by two or more Proposers if the Proposers are related organizations and are found to have any of the following:

- (a) they have at least one controlling partner, director or shareholder in common; or
- (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
- (c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or
- (d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- (e) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

## **PART III -AWARD/ADJUDICATION OF PROPOSALS**

### **1. Award**

1.1 Proposal Evaluation Process. The evaluation is carried out by UNICEF in accordance with UNICEF's regulations, rules and practices and all determinations are made in UNICEF's sole discretion.

After opening the Proposals, UNICEF will carry out the following steps in the following order:

First, each Proposal will be evaluated for compliance with the mandatory requirements of this RFPS. Proposals deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFPS, including, but not limited to, failure to provide all required information, may result in a Proposal being disqualified from further consideration.

Second, UNICEF will evaluate the Technical Proposal part for compliance with the technical requirements stated in this RFPS on the basis of the Proposal evaluation approach set out below.

Third, UNICEF will undertake a commercial evaluation of the Price Proposal part of technically compliant Proposals on the basis of the Proposal evaluation approach set out below.

### **1.2 Proposal Evaluation Approach.**

Weighted scoring evaluation approach

The evaluation criteria will be a split between technical and commercial (price proposal) scores (a 60/40 split).

Proposals submitted in response to this RFPS should include and will be evaluated against the following:

a) Technical Evaluation, based on the following criteria:

Overall response, Company and Key personnel, Proposed Project Methodology and Approach - 60 maximal pts

Total Maximum technical score - 40 Points

Only Proposals which receive a minimum of 42 points will be considered for further evaluation.

b) Price Proposal (commercial evaluation)

The total amount of points allocated for the price component is 40. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = (Max. score for price proposal (40 Points) \* Price of lowest priced

proposal) / Price of proposal X

Total obtainable Technical and Price points: 100

The Proposer(s) achieving the highest combined technical and price score will (subject to any negotiations and the various other rights of UNICEF detailed in this RFPS) be awarded the contract(s).

1.3 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it to be in its best interest to do so.

1.4 Negotiation. UNICEF reserves the right to negotiate with the Proposer(s) that has/have attained the best rating/ranking, i.e. those providing the overall best value Proposal.

1.5 Award Notification. UNICEF will only notify the Proposer(s) that has/have been awarded the contract(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Proposers of the outcome of this solicitation process.

**1.6 Limited company evaluation. During the selection process, UNICEF may conduct a limited company evaluation as part of the standard internal procedure. In this regard, the bidder may be requested the latest audited financial statements with comparative figures for the two most recent years, the certificate of registration and UNGM vendor number.**

## 2. General Terms And Conditions Of Contract (Services)

2.1 UNICEF's General Terms and Conditions of Contract (Services) will apply to any contract(s) awarded in connection with this RFPS. By signing the Request for Proposal for Services Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Services). The Proposer understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Services), these must be clearly detailed in the Proposal and may negatively affect the evaluation of the Proposal.

## 3. Rights of UNICEF

3.1 UNICEF reserves the following rights:

(a) to accept any Proposal, in whole or in part; to reject any or all Proposals; or to cancel this solicitation process in its entirety;

(b) to verify any information contained in Proposer's response (and the Proposer will provide UNICEF with its reasonable cooperation with such verification);

(c) to invalidate any Proposal received from a Proposer that, in UNICEF's sole opinion has previously failed to perform satisfactorily or complete contracts on time, or UNICEF believes is not in a position to perform the contract;

(d) to invalidate any Proposal that, in UNICEF's sole opinion, fails to meet the requirements and instructions stated in this RFPS;

(e) to suspend negotiations or withdraw an award to a Proposer at any time up until a contract has been signed with such Proposer. UNICEF is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award.

3.2 UNICEF is not liable to any Proposer for any costs, expense or loss incurred or suffered by such Proposer in connection with this RFPS or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 3.1 above.

## PART IV - REQUIREMENTS

### 1. Price and Payment

1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Proposer may incur in connection with the performance of the work. The Proposer is invited to offer any unconditional discounts. Further, the Proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

1.2 Payment Terms. Invoices may be issued to UNICEF only after the services (or components of the services) have been provided and the deliverables (or installments of the deliverables)

have been delivered (a) in accordance with the contract and (b) to UNICEF's satisfaction. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the contract.

The Proposer will suggest a payment schedule for the contract that is linked to clear milestones and/or deliverables identified in the Terms of Reference/Statement of Work.

### 1.3 Currency.

(a) The currency of the Proposal shall be in USD or in MDL. UNICEF will reject any proposals submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

1.4 Taxes. Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All prices/rates quoted in the Proposal must be net of any direct taxes and any other taxes and duties, unless otherwise specified in the RFPS documents.

## 2. Implementation

2.1 No Reliance. Except as expressly set out in the RFPS documents, UNICEF will have no obligation to provide any assistance to the contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the performance of the work. If the Proposer requires any facilities, equipment, materials, systems or licenses in order to do the work, this must be explicitly detailed in its Proposal.

**2.2 Sub-contractors. Proposers must identify in their Proposal, any products which may be offered by themselves, but originate from another supplier and/or country. Further, Proposers must identify in their proposal any planned subcontracting of services. All subcontracting arrangements will be reviewed by UNICEF as part of its evaluation of the Proposal.**

2.3 Experts. If so required in the Terms of Reference/Statement of Work each key expert profile requested in the Terms of Reference/Statement of Work must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:

(a) The key experts proposed in the Proposal must not be part of any other Proposer's Proposal being submitted for this RFPS process. They must therefore engage themselves exclusively to the Proposer.

(b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of Reference/Statement of Work and the Proposal.

Having selected a Proposal partly on the basis of an evaluation of the key experts presented in the Proposal, UNICEF expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the RFPS, UNICEF will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Proposer, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Proposal. The desire of a Proposer to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

**2.4 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this RFPS, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.**

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this RFPS, it should present such information in the following manner:

- (i) Those that were undertaken together by the joint venture; and
- (ii) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this RFPS.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

### **3. Liquidated Damages**

3.1 Liquidated damages. Any contracts awarded in connection with this RFPS will include the following clause on liquidated damages:

"In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the Contract, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of the Contract, UNICEF may claim liquidated damages from the Contractor and, at UNICEF's option, the Contractor will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Contractor's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Contract Fee for the delayed Services and Deliverables for each day of delay, or in the case of a Fee calculated on a time-based rate, one half of one per cent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the Contract. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to the Contract."

## **PART V - PROPOSER REPRESENTATIONS**

### **1. Price - Most Favoured Customer**

1.1 The Proposer confirms that the fees, rates and charges and related pricing terms with respect to the services specified in the Proposal are the most favourable pricing terms available to any customer of the Proposer (or any of the Proposer's affiliates). If at any time during the term of any contract resulting from the Proposal, any other customer of the Proposer (or of any of the Proposer's affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Proposer will retroactively adjust the fee and related pricing terms under the contract to conform to the more favourable terms and the Proposer will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

### **2. General Representations**

By submitting its Proposal in response to this RFPS, the Proposer confirms to UNICEF as at the Submission Deadline:

2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the services and to perform its other obligations under any resulting contract. The Proposer has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.

2.2 All of the information it has provided to UNICEF concerning the services and the Proposer is true, correct, accurate and not misleading.

2.3 The Proposer is financially solvent and is able to supply the services to UNICEF in accordance with the requirements described in this RFPS.

2.4 The use or supply of the services does not and will not infringe any patent, design, trade-name or trade-mark.

2.5 The development and supply of the services has complied, does comply, and will comply with all applicable laws, rules and regulations.

2.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.

2.8 The Proposer agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Proposer's Proposal meets the requirements and instructions stated in this RFPS and the results of the evaluation process.

### 3. Ethical Standards

UNICEF requires that all Proposers observe the highest standard of ethics during the entire solicitation process, as well as the duration of any contract that may be awarded as a result of this solicitation process. UNICEF also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibition of sexual exploitation and sexual abuse.

By submitting its Proposal in response to this RFPS, the Proposer makes the following representations and warranties to UNICEF as at the Submission Deadline:

3.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this RFPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the services requested under this RFPS.

3.2 The Proposer has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.

3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Proposer, or will be offered by or on behalf of the Proposer, any direct or indirect benefit in connection with this RFPS including the award of the contract to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(a) During the one (1) year period after an official has separated from UNICEF, the Proposer may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Proposer has participated.

(b) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Proposer, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the contract. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of any resulting contract, UNICEF will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF chooses to suspend the contract it will be entitled to

terminate the contract at the end of the thirty (30) days' suspension at UNICEF's sole choice.

3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html). In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - [www.ungm.org](http://www.ungm.org)).

3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any services in the Proposer's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.

**3.10 The Proposer confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Proposer will further cooperate with UNICEF's implementation of this Policy.**

3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.

3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

#### 4. Audit

4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of a contract awarded in relation to this RFPS, including but not limited to the award of the contract and the Proposer's compliance with the provisions of Article 3 above. The Proposer will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.





## INSTRUCTION TO PROPOSERS

### 1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7, 1.8 and/or 1.9 should then be followed accordingly.

1.2 The Bid Form/Request for Proposal for Services Form must be signed, and submitted together with the Proposal. The Bid Form/Request for Proposal for Services Form should be signed by the duly authorized representative of the submitting company.

1.3 Proposals must be clearly marked with the RFP(S) number and the name of the company submitting the Proposal.

1.4 Proposers should note that Proposals received in the following manner will be invalidated:

- a) with incorrect (as applicable) postal address, email address or fax number;
- b) received after the stipulated closing time and date;
- c) failure to quote in the currency(ies) stated in the RFP(S);
- d) in a different form than prescribed in the RFP(S).

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP(S), paying particular attention to its schedules/Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/goods need.

**NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference/Statement of Work for this RFP(S).

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP/RFPS. Proposals not sent in this manner will be disqualified.

1.7.3 They must be clearly marked as follows:

\* Outer sealed envelope:

Name of company

[RFP(S) NO.]

[NAME OF UNIT & UNICEF OFFICE ADDRESS]

\* Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal

\* Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

1.7.4 In case of any discrepancy between an original and a copy, the original will prevail.

1.7.5 Any delays encountered in the mail delivery will be at the risk of the Proposer.

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.8.2 Faxed Proposals must be returned to the ONLY ACCEPTABLE FAX NUMBER for Proposals as specified in this RFP(S) Document. Proposers should note that Proposals received at any other fax number will be invalidated.

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.9.2 All e-mailed Proposals must be submitted to the ONLY ACCEPTABLE E-MAIL ADDRESS as specified in this solicitation document. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Proposals not sent in this manner will be disqualified.

1.9.3 All Proposals submitted by e-mail must be submitted as email attachments. The Technical Proposal and Price Proposal must be sent as separate attachments and clearly indicated as such in the file name (e.g. Company ABC Technical Proposal, Company ABC Price Proposal). Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

### 2. OPENING OF PROPOSALS

2.1 Proposals received prior to the stated closing time and date will be kept unopened. UNICEF will open Proposals when the specified time has arrived and no Proposal received thereafter will be considered.

2.2 UNICEF will accept no responsibility for the premature opening of a Proposal which is not properly addressed or identified.

2.3 In cases when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFP(S) documents.

### 3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace(UNGM). Accordingly, all proposers are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: [www.ungm.org](http://www.ungm.org)

### 4. AWARD NOTIFICATION

4.1 UNICEF reserves the right to make a public notification of the outcome on an RFP(S) advising product/service, awarded supplier and total value of award.

## ANNEX A

### GENERAL TERMS AND CONDITIONS

#### GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

##### Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Services), the following terms have the following meaning:

"Affiliates" means, with respect to the Contractor, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which, is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Contract" means the services contract that incorporates these General Terms and Conditions of Contract (Services). It includes contracts for services issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Contractor" means the contractor named in the Contract.

"Deliverables" means the work product and other output of the Services required to be delivered by Contractor as part of the Services, as specified in the relevant section of the Contract.

"Disabling Code" means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.

"End User" means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

"Fee" is defined in Article 3.1.

"Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

Contractor's "Key Personnel" are: (i) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the Contract; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

"Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

Contractor's "Personnel" means the Contractor's officials, employees, agents, individual sub-contractors and other representatives.

"Security Incident" means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF's Confidential Information or weaken or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

"Services" means the services specified in the relevant section of the Contract.

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at [http://www.unicef.org/supply/index\\_procurement\\_policies.html](http://www.unicef.org/supply/index_procurement_policies.html), as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud

and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

#### 2. Provision of Services and Deliverables; Contractor's Personnel; Sub-Contractors

##### Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development and delivery of the Deliverables.

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

##### Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor's cost (unless the delay is due to force majeure as defined in Article 6.8 below), if reasonably so requested by UNICEF.

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:

## ANNEX A

### GENERAL TERMS AND CONDITIONS

(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;

(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;

(d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;

(e) require the Contractor to pay liquidated damages as set out in the Contract.

2.9 Further to Article 11.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late or non-compliant performance.

#### Contractor's Personnel and Sub-Contractors

2.10 The following provisions apply with regard to the Contractor's Personnel:

(a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor's Personnel as expressly stated in Article 7.

(b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

(c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

(d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.

(e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

(f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

2.12 The Contractor confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and

Safeguarding of Children. The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF's implementation of this policy.

2.13 The Contractor will supervise its Personnel and sub-contractors and will be fully responsible and liable for all Services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract.

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 2.14.

#### 3. Fee; Invoicing; Tax Exemption; Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installments of the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments

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withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

3.6 Each invoice will confirm the Contractor's bank account details provided to UNICEF as part of the Contractor's registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Contractor acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Contractor has not performed in accordance with the terms and conditions of the Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off, against any amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Contractor) owing by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided, however, that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

#### 4. Representations and Warranties; Indemnification; Insurance

##### Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

##### Indemnification

4.4 The Contractor will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its

officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

##### Insurance

4.6 The Contractor will comply with the following insurance requirements:

(a) The Contractor will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Contractor's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Contractor's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Contractor.

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

(f) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

##### Liability

4.7 The Contractor will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Contractor's Personnel or sub-contractors in the performance of the Contract.

#### 5. Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality

##### Intellectual Property and Other Proprietary Rights

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5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will 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, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

#### Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Contractor receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF; nor will the Contractor at any time use such information to private advantage.

#### Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data

protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.

5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

#### Service Providers and Sub-Contractors

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

#### End of Contract

5.11 Upon the expiry or earlier termination of the Contract, the Contractor will:

(a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

#### 6. Termination; Force Majeure

##### Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

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#### Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

- (a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or
- (c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimise losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF's satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor's receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor's default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

6.7 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

#### Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event

resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

#### 7. Ethical Standards

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Contractor represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Contractor represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Contractor may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Contractor has participated.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Contractor, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Contractor will immediately disclose to UNICEF if it or any of its Affiliates or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Contractor will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - [www.ungm.org](http://www.ungm.org)).

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons 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, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will

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entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

7.8 The Contractor will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.9 The Contractor acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Contractor and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Contractor, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

#### 8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

#### 9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### 10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

#### 11. Other Provisions

11.1 The Contractor acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.3 The Contractor will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.

11.4 The Contractor will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Contractor's rights or obligations under the Contract.

11.5 No grant of time to the Contractor to cure a default under the Contract, nor any delay or failure by UNICEF to exercise any other right or remedy available to UNICEF under the Contract, will be deemed to prejudice any rights or remedies available to UNICEF under the Contract or constitute a waiver of any rights or remedies available to UNICEF under the Contract.

11.6 The Contractor will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.7 The Contractor will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Contractor and its Personnel and sub-contractors, the Contractor will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the prior written permission of UNICEF.

11.8 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.9 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.10 The provisions of Articles 2.14, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.



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TERMS OF REFERENCE

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FOR

**Roof renovation works, “Tereza Sobolevschi” kindergarten, Ungheni, Moldova**

The RFP is composed of the following documents:

- Annex B: Terms of References (ToR, this document)
- Annex C: Technical Proposal Forms (enclosed in the ToR, page 6)
- Annex D: Financial Proposal Forms (enclosed in the ToR, page 13)
- Annex E: Technical documents (Specification and Design drawings, attached to the RFP as a separate document)
- Annex F: Templates and general documents (attached to the RFP as separate documents):
  - F1 Template UNICEF contract for Construction Works – EN, RO, RU
  - F2 UNICEF General Terms and Conditions RO, RU
  - F3 BoQs in MS Word format

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**1.0 BACKGROUND**

- 1.1. Under the **EU4MOLDOVA: Focal regions Programme**, funded by the EU, UNICEF Moldova is supporting the Ungheni Municipality to offer access to education to all children between 2-7 years old in the Ungheni neighbourhood of Danuteni, where one of the oldest local ECD institutions is located: “Tereza Sobolevschi” kindergarten. The building has not undergone capital repair works since the establishment. Featuring 1,627 square meters in two floors, the institution employs 54 staff members. Currently 380 children attend the kindergarten, with at least 41 more expected to be enrolled in the upcoming months.
- 1.2. To that aim, UNICEF Moldova will renovate the roof of the “Tereza Sobolevschi” kindergarten as detailed in the Scope of the Work below.
- 1.3. This construction Project is expected to benefit at least 441 children with adequate educational facilities.

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**2.0 DEFINITION**

- 2.1 **Renovation** of the roof on all the buildings of the “Tereza Sobolevschi” kindergarten, which implies demolition of the existing roof and construction of a new one, which shall be substantially completed in 6 (six) months counted from the signature of the contract.

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**3.0 SCOPE OF WORK**

- 3.1 **Objective:** The objective of these Terms of Reference is to guide a bidding exercise to identify a suitable Contractor to execute the Works described below within the agreed quality, budget and timeline. The general aim of the Project is to improve access to quality education in the “Tereza Sobolevschi” kindergarten.
- 3.2 **Nature of works and location:** This Project includes **renovation** of the roof on all the buildings of the “Tereza Sobolevschi” kindergarten, which implies demolition of the existing roof and construction of a new one.

The following description of the scope of works intends to convey a general understanding of the work required. Please note that the items mentioned below are generic and will vary based on the specific needs:

- Site preparation.
- Dismantling of the existing roof.
- Demolition of the existing roof frame.
- Demolition of existing bond beams.
- Pouring of anti-seismic bond beams.
- Rehabilitation of ventilation ducts.
- Erecting new wooden roof frame.

- Installing the support grid.
- Installing stairs.
- Fire proofing.
- Mounting steel sheets.
- Installation of gutters, downspouts snow and protection systems.

3.3 **Organization of project into phases:** This is a one-off project. One contractor will be selected to implement the works.

3.4 **Division of project into lots:** The Project is for a single lot only

Lot #	Project Name	Project Area	Location	Region
1	Roof renovation, "Tereza Sobolevski" ECD Institution	2369 m <sup>2</sup>	Moldova	Ungheni

3.5 **General specifications:** The Works will be carried out in accordance with the Drawings, Bill of Quantities and Technical Specifications provided under Annex E: Technical Documents and in accordance with all construction standards applicable in Moldova.

3.6 **Site visit:** Potential Bidders **must** visit the work site prior submitting their offers to get familiar with site conditions that may affect their Proposals. The site visit is planned one week after the RFP publication date. **The site will be open for visitors on the scheduled day only**, please make sure you register at [rbradescu@unicef.org](mailto:rbradescu@unicef.org) in advance. Potential Bidders are expected to make their own arrangements to visit the site and on their own expenses. For site visit UNICEF shall accept no excuse or claim whatever from the Selected Contractor for not knowing or being able to properly evaluate the site condition and assess the equipment, local material, local labor, etc. requirements for the Works to be carried out. Questions should be submitted in writing to UNICEF in accordance with instruction provided in the RFP.

3.7 A bidding conference will be organized two weeks after the RFP issuance date, to address all the potential bidders' inquiries and questions. If interested, please contact us at [rbradescu@unicef.org](mailto:rbradescu@unicef.org).

3.8 **Greening and accessibility:** All construction and rehabilitation works implemented directly or indirectly by UNICEF shall be in line with the Organization's commitments towards Accessible Buildings and achieving Climate Neutrality by 2020, as per [PROCEDURE/DFAM/2020/001](#) on Eco-efficiency and Inclusive Access in UNICEF Premises and Operations, [CF/EXD/2017-004](#) on Accessibility in UNICEF's Programme-Relegated Construction, and Decision Memo: UNICEF Climate Neutral Strategy, 26 May 2015.

3.9 **Other Considerations:** Government and local current and foreseen restrictions linked to COVID-19 pandemic should be respected and taken in consideration when preparing the offer.

#### TECHNICAL DOCUMENTATION

Based on the Urbanism Certificate for Design no. 42 dated 26.06.2020, MANTOBANI SRL design company has prepared the technical design no. PTH 025/20. Technical design was based on Expertise Report no. 21 dated 28.05.2020 (Technical Expert no. 100 Iuri Liunenco, domains B1,2,7). The design includes 3 chapters as follows:

- 025/20-PG - General plan;
- 025/20 - OLC - Organization of construction works;
- 025/20 - SAC - Architectural and constructive solutions;

The design was prepared by certified construction specialists as follows:

- Andrei Borș (Certificate of attestation P-2016 No. 1599);
- Tatiana Cuzmiciova (Certificate of attestation P-2019, No. 0406 A2,3,4);
- Iulia Liunenco (Certificate of attestation P-2019, No. 0434 B1,2,7);

Bills of Quantities was prepared by certified construction specialist Ion Corsan, attestation certificate D-2015, no. 117.

The project was verified by certified specialists Rejep Veaceslav certificate no. 160 - certified on domains A1,2,3,4. and Iuri Liunenco, certificate no. 133 - domains B1,2,7.

On Ungheni City Hall request, a construction permit no. 43 from 24.08.2020 was obtained. The longer term of works commencement is 6 months from the issue date.

## TECHNICAL MEMORANDUM

The kindergarten building with a capacity of 320 children (cadastral number 9201110649) is located in Ungheni, no. 161 Ștefan cel Mare street. The kindergarten was built in 1991 according to typical design No. 215-2-55c/79. Initially, it had a non-circulating terrace roof, with a final layer of bituminous membranes. In time, the ECD's administration repeatedly reported roof leaks and infiltrations. In about 10 years, a roof frame was erected over all kindergarten's blocks, except the central block. As structure a four-sided roof was used. As roofing materials, asbestos sheets were used. Gables were built in order to facilitate access for current works. On the existing facades there are no stairs to facilitate access inside of the roof.

As a result of the technical expertise, the following works are required in the rehabilitation process:

- dismantling the existing roof;
- demolition of the existing roof frame;
- demolition of attic areas;
- pouring of anti-seismic bond beams;
- rehabilitation of ventilation ducts;
- execution of the roof frame;
- installing the support grid;
- fireproofing
- mounting the cover;
- stairs installation;
- installation of snow and protection systems;
- installation of gutters and downspouts;

All works will be executed according to the project documentation, in case of nonconformities, the designer will be contacted in order to clarify them.

## FINANCIAL OFFER PREPARATION GUIDANCE

Bidding offers shall be prepared using resources method in accordance with CP L.01.01-2012. The following forms shall be sent to the Employer:

- F3 form – Local resources BoQ;
- F5 form – Unitary prices catalogue;
- F7 form – Local BoQ;

In order to clarify the correspondence of the BoQ norms with the performed construction works, the technical design shall be verified by the Contractor.

The Contractor shall use BoQ recapitulation provided by the designer(see BoQ attached). In case the Contractor intends to modify recapitulation's percentage, Contractor shall issue an argumentation letter based on CP L.01.01-2012. Price used for manpower shall be 57,66 lei/hour in accordance with Decision no 10/1-0086 dated 15th June 2018 of Ministry of Economy and Infrastructure of the Republic of Moldova.

The offer will be issued in Romanian or English according to the bills of quantities sent to the bidder.

## 4.0 EXPECTED DELIVERABLES AND TIMEFRAME

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- 4.1 The timely completion of these construction Works is of utmost importance for UNICEF.
- 4.2 The Intended Substantial Completion Date should be no later than six **(6)** calendar months from the **Start Date**. Upon UNICEF's acceptance of Works at Substantial Completion, the Certificate of Substantial Completion will be issued.
- 4.3 The Defects Liability Period is six (6) calendar months counted as from the date of the Certificate of Substantial Completion. Upon UNICEF's acceptance of Works at Final Completion, the Certificate of Final Completion will be issued, and the Contract will be closed upon issuing of final payment.
- 4.4 UNICEF will process partial payments based on invoices issued on a monthly basis or when the implemented tranche of works value has reached 300,000 MDL (approx. the equivalent of 18,000 USD). All invoices should have attached a copy of the progress of works report for the invoiced period. The reports shall bear the signatures of the Construction Company's site Manager, Local public Authority site supervisor on site and the UNICEF Construction Engineer.
- 4.5 The Potential Bidder may propose additional, or alternative, Deliverables to suit their recommended sequencing of the Works and expected cash flow during execution of the Works. UNICEF will consider the Proposal as part of the technical evaluation.

**Table 2: Deliverables and Timeframe**

Deliverable #	Scope of deliverable	Timeframe
1	Site preparation and dismantling of the existing roof	By end of 1 <sup>st</sup> month
2	Demolition of the existing roof frame and demolition of existing bond beams	By end of 2 <sup>nd</sup> month
3	Pouring of anti-seismic bond beams.	By end of 3 <sup>th</sup> month
4	Rehabilitation of ventilation ducts, erecting new wooden roof frame and installing the support grid.	By end of 4 <sup>th</sup> month
5	Installing stairs, fire proofing	By end of 5 <sup>th</sup> month
6	Mounting steel sheets.	By end of 6 <sup>th</sup> month
7	DLP completion and contract closure	6 months after substantial completion

## **5.0 ELIGIBILITY AND QUALIFICATION**

5.1 The Potential Bidder shall provide all the information and documentation requested in this section with its Proposal. Failure to submit the information below will disqualify the Potential Bidder.

### **5.2 Documents to be submitted in the Technical Proposal:**

- The Potential Bidder must be registered construction company in Moldova and have no conflict of interest to the Project. Technical Proposals shall include copies of original documents defining the constitution or legal status of the company, place of registration, and principal place of business; written power of attorney of the signatory of the Contractor to commit the Contract.
- A statement that the company (including all members of a joint venture and Sub-Contractor) is not associated, nor has been associated in the past, directly or indirectly, with the Project Manager or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as the Project Manager for the Contract.
- Copy of curriculum vitae (Maximum two (2) pages) of key personnel to be involved in the Project, such as Contract/Project Manager, Clerk of Works, Foreman. UNICEF may verbally interview the key personnel before the commencement of the Project.
- Reports on the financial standing of the Potential Bidder, such as profit and loss statements and auditor's reports for the past three years.
- Evidence of adequacy of working capital for the signed Contract (access to line(s) of credit and availability of other financial resources).
- Proposed Project Implementation Plan of Works showing the proposed implementation methods, quality control strategy, schedule and timeline for all the activities in the Works.
- Experience and References
- Works in Hand.
- The Company Assets.
- Company' QA&QC manual.
- Company Health and Safety Plan (HSE), supplemented by COVID-19 considerations in terms of respecting the Government restrictions and the measures to be taken if positive cases within the company staff are detected.
- Contractor's statement to obtain an Insurance for Construction Works in maximum 10 days from contract assignment.

5.3 The Potential Bidder must provide sufficient **information** in their Proposal to demonstrate compliance with the requirements defined by UNICEF. The forms listed below contains the eligibility and minimum qualifying criteria that UNICEF will use to evaluate Proposal for the award of Contract.

#### **5.3.1 Information to be submitted in the Technical Proposal (ANNEX C):**

- Technical Proposal Submission (Form 1)
- Technical Proposal Letter (Form 2)
- Potential Bidder General Information (Form 3)
- Potential Bidder's Contact Details (Form 4)
- List of Proposed Key Personnel (Form 5)
- List of Machine and Equipment (Form 6)

- Potential Bidder's Financial Information/ Adequacy of Working Capital (Form 7)
- Works in Hand and their Financial Values (Form 8)
- Litigations (Form 9)
- Proposed Project Implementation plan of Works (Form 10)

#### 5.3.2 Information to be submitted in the Financial Proposal (ANNEX D):

- Financial Proposal Letter (Form 11)
- Summary of Financial Proposal (Form 12)
- Completed Bill of Quantities (Form 13 and 14)

5.4 The Proposals prepared by potential contractors and all correspondence and documents relating to the Proposals exchanged by potential contractors and UNICEF shall be written in the English language.

#### 5.5 Errors in the Proposals

- Bidders are expected to examine all instructions and documentation of the RFP. Failure to do so will be at Bidders' own risk. In case of errors in the extension price, the unit price shall govern.
- In the event of any discrepancy between the copies of the Proposals, the original shall govern. The original and each copy of the Technical and Financial Proposal shall be prepared in indelible ink and shall be signed by the authorized Contractor's representative.
- The Proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such correction shall be initialled by the person or persons signing the Proposal.

### 6.0 EVALUATION PROCESS AND METHOD

6.1 Following closure of the RFP, Technical Proposals will be evaluated by the evaluation team. The evaluation will be restricted to the contents of the Technical Proposals and the reference checks.

6.2 UNICEF will first evaluate the completeness and responsiveness of Proposals in relation to:

- The sealed double envelope system is followed (Technical Proposal and Financial Proposal are submitted in separate sealed envelopes each)
- Submission of all document requested in Section 5.2 and all information requested in Section 5.3.
- The Technical Proposal letter is duly signed (Form 2)

6.3 Proposals that fail to comply with the above will be disqualified and will not be given further consideration.

6.4 UNICEF will then evaluate the technical merits of each Technical Proposal using the rating system in **Table 3** below.

6.5 A maximum of **60 points** will be assigned to the Technical Proposals. Technical Proposals receiving **42 points (70%)** or higher will be considered technically responsive. Non-technically compliant and non-responsive Proposals will not be given further consideration.

6.6 UNICEF will evaluate the Financial Proposals of those RFPs the bids that pass the technical evaluation. The total number of points allocated for the Financial Proposal is **40 points**. The maximum number of points will be allocated to the Proposal with the lowest price. All other Price Proposals shall receive points in inverse proportion to the lowest price.

6.7 The recommendation for the award of each lot will be based on the best value for money principle. The Proposal obtaining the highest cumulative score (Technical + Financial) will be recommended for the award.

**Table 3 Evaluation Criteria**

CRITERIA	MAXIMUM POINTS
<b>Technical Evaluation</b>	
<b>1. Capability (skills, expertise and experience) of the Potential Bidder and Key Personnel</b> - A list of key personnel proposed for the execution of the Works, including the CVs, and ToR for the position - Number of years as key personnel and building contractor for similar Works - A list of the Projects of similar nature competed in past three (3) years with reference - Number of years as a building Works contractor for related Works (proof required) - Experience providing related services to other international organizations or commercial entities - The number and the corresponding value of related assignments undertaken in the country	(20)

<b>2. Capacity (resources and availability) of the Potential Bidder [and Key Personnel]:</b> - Provision of Audited Financial Reports for the past three (3) years - A detailed list of equipment (owned or leased). The equipment proposed should be sufficient to achieve the timely completion of the Works, with consideration for concurrent operations where more than one site is proposed	(20)
<b>3. Proposed Solution (Approach, Methodology, Schedule, Quality and time Control plan)</b> - Understanding of scope and objectives - Proposed Implementation Plan showing the overall approach to be adopted in the execution of the Works - Detailed quality control plan to be used in the execution of the Works, addressing anticipated risks, handling of materials, workmanship and record keeping on site to track daily progress. - Understanding of, and responsiveness to, UNICEF requirements, social and environmental responsibility	(20)
<b>Financial Evaluation</b>	
<b>4. Price</b>	(40)
<b>TOTAL MARK (Technical + Financial points)</b>	<b>(100)</b>

## 7.0 PROJECT MANAGEMENT

### 7.1 Project Management and Coordination

- UNICEF will oversee the Works and the administration of the Contract, including the certification of payments through an appointed Project Management, or any other competent person, entity or firm appointed by UNICEF and notified to the Selected Contractor, to act in replacement of the Project Manager.
- UNICEF will supervise and inspect the Works during its execution through its Project Manager, or its representative. The Project Manager, or its representative, will provide instructions and clarify technical queries during the execution of Works in consultation with UNICEF.
- UNICEF, through its Project Manager or its representative, will regularly check the progress of Works and notify the Selected Contractor of any defects that are found. Such checking shall not affect the Selected Contractor's responsibilities.
- If the Selected Contractor has not corrected a defect within the time agreed with UNICEF's Project Manager or its representative, the Selected Contractor will be liable for Liquidated Damages.
- Communications between parties shall be valid only when in writing. Notice shall be valid only when it is delivered.

### 7.2 Management Meetings

- Either UNICEF's Project Manager, its representative or the Selected Contractor may require the others to attend a management meeting. The business of a management meeting shall be to review the plans for remaining Works and to deal with matters raised under the procedure for "Delays and Extension of time" sets out under UNICEF Contract for Construction.
- UNICEF's Project Manager or its representative shall record the meetings and provide copies of the record to those attending the meeting and to UNICEF, including action points and responsible for each action point.

### 7.3 Payment Certificates

- The Bill of Quantities is used to calculate the Contract Price for each Deliverable. The Selected Contractor will be paid for each deliverable accepted by UNICEF and following the price to each Deliverable agreed in the Contract.
- UNICEF will certify acceptance of partial, substantial, and final Works through its Project Management, or its representative. No payments will be processed prior to a written certificate of its satisfactory acceptance. Payments will be issued within a period defined in the Contract and following UNICEF's procedures.

### **ANNEX C: TECHNICAL PROPOSAL FORMS (BID FORM)**

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The following Annexes and information there within are considered an integral part of this submission and must be provided for the Proposal to be considered. The information should be provided according to the sample format.

#### **Form 1: Technical Proposal Submission**

This PROPOSAL FORM must be completed, signed and returned to UNICEF. Proposal must be made in accordance with the instructions contained in this Request for Proposal.

#### **INFORMATION**

Any request for information concerning this invitation, must be forwarded in writing by email or by fax, to the person who prepared this document, with specific reference to the RFP number.

#### **DECLARATION**

The undersigned, having read the Terms of Reference, the UNICEF Contract for Construction Works, the UNICEF General Terms and Conditions, and **RFP LRPS-2020-9162240** set out in the attached document, hereby offers to supply the services specified in Terms of Reference at the price or prices quoted in the Schedule of Prices, in accordance with the specifications stated and subject to the Terms and Conditions set out or specified in the **RFP LRPS-2020-9162240**.

**Name of authorized representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Supplier Name:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Validity of Offer (not less than 90 days):** \_\_\_\_\_

**Currency of Offer:** \_\_\_\_\_

## Form 2: Technical Proposal Letter

Date: \_\_\_\_\_

To: UNICEF Moldova, 131, 31 August 1989, MD-2012, Chisinau, Moldova

Dear Madam/Sir,

We, the undersigned, offer to provide **renovation of the roof on all the buildings of the “Tereza Sobolevschi” kindergarten, Ungheni**, in accordance with your Request for Proposal (RFP#\_) dated [e.g., **5 October 2020**] and our Proposal dated [-----]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under separate envelopes.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Construction Company  
Address:



### Form 3: Potential Bidder General Information

Bidder's General Information		
1	Company legal name	
2	Company founded year	
3	Company tax number (IDNO)	
4	Company license number and expiry date	
5	Company legal address	
6	Company office address	
7	Company contact number	
8	Company official email address	

### Form 4: Potential Bidder's Contact Details,

Name and Title of Contact Person	
Address of Contact Person	
Telephone/Cell number of Contact Person	
Email of Contact Person	

### Form 5: Staff Qualification and Company Experience

Qualifications and experience of key management and technical personnel proposed for this Project. Signed CVs (Max. two (2) pages) of all proposed **key staff** must accompany the submission, and it should be noted that substitution of staff during Project implementation shall be subject to the approval of UNICEF. (Key Personnel of all sub-Contractors must also be listed along with the name of the sub-Contracting Companies). A detailed organization chart of the company, including the location and staffing of existing offices must also be attached to the offer.

Construction Management Staff		
<b>A. Key Professionals</b>		
Name	Position	Task
<b>B. Support Staff</b>		
Name	Position	Task

Company Experience and References			
<p>Contractor's Project Track Record for The Last Three (3) Years.</p> <p><i>Include only projects where the company was the main/prime contractor</i></p> <p><i>Provide proof e.g attach completion certificates and or copies of contract</i></p> <p><i>Include only projects concerning building construction and /or rehabilitation</i></p> <p><i>Include contact email and telephone number of the project owner</i></p>			
Project Description	Contract Value (USD)	Project Duration [From-To]	Name & Contact Details of Client's representative

Total Value of Projects Completed Each Year, For the Last Three (3) Years.		
<p><i>Include only projects where the company was the main/prime contractor</i></p> <p><i>Provide proof e.g attach completion certificates</i></p>		
Year	Countries of Operation	Total Value of Works

2019		
2018		
2017		
Total Contract Value for The Three Years (USD)		

**Form 6: List of Machine and Equipment**

No	List of machine and Equipment	Quantity	Remark (rent, own, year of production, condition)
1			
2			
3			
4			
5			
7			
8			

### Form 7: Potential Bidder's Financial Information/ Adequacy of Working Capital

Financial Statement: Contractor to provide certified copy of audited accounts for the last 2 years (2018 and 2019)			
Financial Information in MDL	Previous Two (2) Years		
	2018	2019	Remarks
Total Assets			
Current Assets			
Total Liabilities			
Current Liabilities			
Profits before Taxes			
Profits after Taxes			

Annual Turn-over Information (Last three years)		
Year	Turn-over	Remarks
2019		
2018		
2017		
Adequacy of Working Capital		
Source of credit line	Amount	Remarks
Total		

### Form 8: Works in hand & their Financial Value

Works in Hand				
Employer name & contact details	Description of Works/Services	Start date	End date	Amount
Total:				

### Form 9: Litigations

Information on any current litigation in which the Firm(s) is involved.

Other Party(ies)	Cause of Dispute	Amount Involved

### Form 10: Proposed Project Implementation Plan

The proposed Project Implementation Plan of Works and schedule of activities must be submitted with this Technical Proposal. The work plan and schedule should be prepared in detail to the extent possible and include time allocated to sites- and district-level periodic progress review meetings and preparation of agreed progress reports.

The Potential Bidder may be asked to provide clarification or present the Proposed Plan to UNICEF as part of the Proposal evaluation process. The Selected Contractor will submit the final Project Implementation Plan for UNICEF's approval within [fourteen (14)] calendar days of the Effective Date of the signed Contract (see 4.3). The Project Implementation Plan submitted by the Selected Contractor and accepted by UNICEF will be part of the agreement signed with the Selected Contractor. Penalties for delays will be strictly enforced as per the General Terms and Conditions.

The Proposed Implementation plan shall include:

- implementation methods,
- quality control strategy,
- schedule for all activities in a bar chart format, personnel plan in line with scheduled Deliverables and payment,
- analysis of anticipated Project risks, and their approach to mitigate and control such risks,
- proposed approach to mitigate negative social and environmental impact on local community by the Project, approach to address labor's rights and their health and safety

## ANNEX D: FINANCIAL PROPOSAL FORMS

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### Form 11: Financial Proposal Letter

Date: \_\_\_\_\_

To: UNICEF Moldova, 131, 31 August 1989, MD-2012, Chisinau, Moldova

Dear Madam/Sir,

We, the undersigned, offer to provide the Roof renovation works, "Tereza Sobolevschi" kindergarten, Ungheni, Moldova, as specified in the Annex B and Annex-E following your Request for Proposal dated 14 October 2020, and our Technical Proposal for the subject RFP.

Our attached Financial Proposal is for the sum of (-----  
-----amount in figures and words). This amount does not include VAT or other taxes.

Our Financial Proposal shall be binding on us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity of the Proposal.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Construction Company

Address:

**Form 12: Sample of Financial Proposal (from BOQ)**

**Table-12.1: Summary of Financial Proposal for LOT 1**

<b>Lot #</b>	<b>Project Name</b>	<b>Project Area</b>	<b>Location</b>	<b>Total Value (MDL)</b>
1	Roof renovation, "Tereza Sobolevski" ECD Institution	2369 m <sup>2</sup>	Ungheni	

**Notes:**

- UNICEF will assume that the Potential Bidder has factored in its offer all causes that may influence the prices.
- All prices are inclusive of all fees, sub-Contractor fees, documentation reproduction, legal fees, contingencies, and administrative fees, all taxes, or any other fees necessary to the Potential Bidder to achieve the Objective of the RFP.
- All amounts should be quoted in MDL.
- The Selected Contractor shall be paid only upon UNICEF acceptance of the work or deliverable.
- Inform the Bank, branch, and account information. Indicate names of persons operating the agency account. All payment will be done through bank transfer.
- The Potential Bidder may suggest the alternative payment schedule (the manner in which payment requested), with justification of each installment with the Deliverables UNICEF will receive against each installment required.
- In case, advance payment is requested, the Selected Contractor should provide an unconditional guarantee issued by a bank on behalf of the Selected Contractor and in favor of UNICEF to guarantee either submission of deliverables according to the Contract, or to refund the advance to UNICEF in case of default by the Selected Contractor. The Selected Contractor must bear any charges for such guarantee.

**Form 13: Completed Price Bill of Quantities (BoQ)**  
(as part of Financial Proposal)

Form No 7  
WinCmeta

**Roof reconstruction at ‘T. Sobolevski’  
kindergarten in Ungheni city**

(name of the site)

**LOCAL ESTIMATES No 2-1-1**  
**Architectural solutions (025/20-SAC)**

**Estimate value, MDL**

Compiled in current prices:

No.	Standard symbol and resource code	Works and expenses	U.M.	Quantity according to the design data	Estimate value, MDL	
					Per U.M. incl. salary	Total incl. salary
1	2	3	4	5	6	7
		<b>1. Demolishing works</b>				
1	RpCI42B	Dismantling roof elements – asbestos-cement cover	m2	1 649.0 0		
2	RpCH32B	Removing the wooden boards and roof elements – framing of the roof, by removing all the component elements, as well as sorting of the resulting materials	m2	1 649.0 0		
3	RpCH32 C	Removing the wooden boards and roof elements - deck roof covering with or without recovery of materials	m2	1 649.0 0		
4	RpCB18 D	Demolishing manually the old slabs, precast slabs with the thickness up to 15 cm	m3	23.70		
5	TsH92B	Loading the trucks with soil (land) with stones and boulders	t	131.10		
6	TsI50A5	Transporting the ground with the dumper of 5 t at a distance of 5 km	t	131.10		
		<b>Total</b>	<b>MDL</b>			
		<b>Total Demolition works Including salary</b>				
		<b>2. Roof</b>				
7	CE30A	Covers or valley roof covering from roofing tiles, Eternit type plates etc., from rough wood resinous planks (100x30 mm thick, step 330 mm), in ordinary constructions.	m2	2 369.0 0		
8	CN50C	Fireproofing treatment of the carpentry, stave-based screen for coverings and revetment.	100 m2	19.70		



9	CN51K	Antiseptic treatment of the carpentry, on visible areas with water solution: coating the trusses.	100 m2	19.70		
10	CE17A	Moisture barrier film layer, density 110 gr/m2 <small>Subsidiary materials=1.0300</small>	m2	2 369.00		
11	CE07A	Covering from imprinted board plates, 0.55 mm in thickness (roof tile type) for covering the roofs (Melano type), RAL according to the colour scheme <small>Subsidiary materials=1.0500</small>	m2	1 773.00		
12	CE07A	Covering from imprinted board plates, 0.55 mm in thickness, for covering the roofs (LK10 type), RAL according to the colour scheme <small>Subsidiary materials=1.0500</small>	m2	468.00		
13	CE07A	Covering from imprinted board plates, 0.55 mm in thickness, for covering the roofs (LK50 type), RAL according to the colour scheme <small>Subsidiary materials=1.0500</small>	m2	128.00		
14	CE20A	Systems of brass-type ditches from anticorrosive protected board D=125 mm, RAL according to the colour scheme <small>Subsidiary materials=1.0300</small>	m	457.00		
15	CE22A	Systems of brass-type tubing from anticorrosive protected board D=87 mm (38 pieces of receivers), RAL according to the colour scheme <small>Subsidiary materials=1.0200</small>	m	239.00		
		<b>Total</b>	MDL			
		<b>Total Roof Including salary</b>				
		3. Protection railings, snow guards, Sc1-Sc4 stairs				
16	CK26B	Installing the snow guards using anticorrosive protected 0.5 mm thick boards, RAL according to the colour scheme	m	197.00		
17	CL17B	Diverse metallic items, surface-mounted: roof protection railings BP-1 (332 m/l)	kg	1 687.66		

18	CH10A	Ready-made straight metallic stairs in quantities bigger than 50 kg SM1 <small>Installation materials=1,0180</small>	kg	96.51		
19	CH10A	Ready-made straight metallic stairs in quantities bigger than 50 kg SM2 – 3 pcs <small>Installation materials=1,0180</small>	kg	886.08		
20	CH10A	Ready-made straight metallic stairs in quantities bigger than 50 kg SM3 – 3 pcs <small>Installation materials=1,0180</small>	kg	212.34		
21	CH10A	Ready-made straight metallic stairs in quantities bigger than 50 kg SM4 – 4 pcs <small>Installation materials=1,0180</small>	kg	400.32		
22	IzD10C	Anticorrosive painting with manual brush of the metallic items and constructions with one layer of primer GF-021 and two layers of enamel PF-115, of metallic items and constructions, made of profiles of up to 7 mm in thicknesses inclusively	t	3.29		
23	CK35A	Metal dowels D=20 mm, L=400 mm, fixed in the walls of bricks or autoclaved aerated concrete	pcs	50.00		
		<i>Total</i>	MDL			
		<b>Total protection railings, snow guards, Sc1-Sc4 stairs Including salary</b>				
		4. Ventilation ducts CA1 – 14 pcs				
24	RpCI42F	Removing the roof - bitumen elements in one or two layers	m2	14,00		
25	RpCK42A	Dismantling the cold flooring from concrete or cement mortar	m2	14,00		
26	RpIzC45B	Dismantling the insulating or protective materials: granular (slag, granular or similar)	m3	2.10		
27	TsH92B	Loading the trucks with soil (land) with stones and boulders	t	4.20		
28	TsI50A5	Transporting the ground with the dumper of 5 t at a distance of 5 km	t	4.20		
29	RpCU05C 1	Core drilling for piping or tie rods in stone or reinforced concrete walls 16-25 cm thick, mechanical drilling	pcs	112.00		
30	RpCB10B	Filling the holes (average surface 0.2 m2) in the slabs (over 10 cm in thickness) with concrete of C-10/8 Bc 10 (B 150) class, cleaning the hole and	pcs	112.00		

		priming with grout, to ensure the link between the old and the new concrete <small>Subsidiary materials (planks, wire, nails, etc.)=1.0300</small>				
31	CL57A	Mounting and fixing the pieces embedded in monolith reinforced concrete: with weight under 4 kg <small>Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100</small>	kg	342.72		
32	CL10C	Metal constructions delivered in ready-made sub-sets, up to 35 m in height and up to 0.150 t in weight, assembled by welding	t	3.328		
33	IzD10C	Anticorrosive painting with manual brush of the metallic items and constructions with one layer of primer GF-021 and two layers of enamel PF-115, of metallic items and constructions, made of profiles of up to 7 mm in thicknesses inclusively	t	3.67		
34	CD07B	Walls made of 0.7 mm galvanized flat sheet, fastened with self-tapping screws, mounted at a height of up to 6 m inclusively (back side to the duct)	m2	709.80		
35	IzH22A	Insulating pipes with mineral wool shells ( $\lambda = 0.036$ W/(m2xK), with protective layer of aluminum foil, ready made, 50 mm thick	m2	352.10		
36	VA20A	Installing ventilation ducts at a height of up to 3 m off the floor, made of galvanized sheet 0.7 mm thick, having a diameter of circular section of 560 mm. <small>Subsidiary materials (rags, silicon)=1.0100</small>	m2	73.92		
37	IzH22A	Insulating pipes with mineral wool shells ( $\lambda = 0.036$ W/(m2xK), with protective layer of aluminum foil, ready made, 50 mm thick	m2	88.50		
38	IzI07D1	Protection of the thermal insulation on the pipes and appliances with black or galvanised board of 0.5 mm in thickness, fixed with semi-round slotted screws, self tapping for the board, having pipe circumference over thermal insulation over 1.6 m, production	m2	88.50		
39	IzI07D2	Protection of the thermal insulation on the pipes and appliances with black or galvanised board of 0.5 mm thickness, fixed with semi-	m2	88.50		

		round slotted screws, self tapping for the board, having pipe circumference over thermal insulation over 1.6 m, mounting				
40	VB28C	Circular deflector of 510 mm in diameter Subsidiary materials=1.0050	pcs	14,00		
		<i>Total</i>	MDL			
		<b>Total ventilation ducts CA1 – 14 pcs Including salary</b>				
		Total	MDL			
		Social and health insurance	22.5 %			
		Transportation costs	10 %			
		Supply-storage costs	2 %			
		Total				
		Overhead costs	14.5 %			
		Total				
		Estimate benefit	6 %			
		<b>Total estimates: Including salary</b>				

Prepared

(position, signature, name, surname)

Verified

(position, signature, name, surname)

**Form 14: Completed Price Bill of Quantities (BoQ)  
(as part of Financial Proposal)**

**Roof reconstruction at  
'T. Sobolevschi' kindergarten in Ungheni city**

(name of the site)

Form No 7  
WinCmeta

**LOCAL ESTIMATES No 2-1-2  
Architectural solutions (025/20-SAC)**

Compiled in current prices:

**Estimate value, MDL**

No	Standard symbol and resource code	Works and expenses	U.M.	Quantity according to the design data	Estimate value, MDL	
					Per U.M. incl. salary	Total incl. salary
8	9	10	11	12	13	14
		5. Block Д 1.1. Reinforcement works				
41	RpCI42F	Dismantling roof elements – bituminous membranes in one or two layers	m2	3.00		

8	9	10	11	12	13	14
42	RpCK42A	Dismantling the cold flooring from concrete or cement mortar	m2	3.00		
43	RpIzC45B	Dismantling the insulating or protective materials: granular (slag, granular or similar)	m3	0.45		
44	RpCU05F1	Core drilling for piping or tie rods in stone or reinforced concrete walls 16-25 cm thick, mechanical drilling	pcs	4.00		
45	TsH92B	Loading soil with stones and boulders in trucks	t	0.84		
46	TsI50A5	Transporting the ground with the dumper of 5 t at a distance of 5 km	t	0.84		
47	RCsB21C	Mechanical drilling of holes of 5 cm diameter, in concrete elements of 30 cm in thickness Subsidiary materials=1.0500	pcs	95.00		
48	CP21A	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, filling in the technological holes and precast concrete joints, including finishing the surfaces	pcs	95.00		
49	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 4 16AIII) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	94.05		
50	CB02C	Formwork from reusable panels using short and very short softwood planks to pour the concrete into slabs, beams and columns at heights of up to 20m inclusively	m2	25.71		
51	CC02K	On-site fabrication of A240 steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	79.53		
52	CC02L2	On-site fabrication of A500C steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	270.60		
53	CL57B	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 10 kg (Zd1) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	27.68		
54	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 5 – M16 threaded bar) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	59.40		
55	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (position 4 of the beam)	m	0.80		
56	CA04K	Concrete poured into slabs, beams, columns, prepared at the concrete plant or bought ready-made according to article CA01 and poured using a	m3	5.50		

8	9	10	11	12	13	14
		concrete pump, class C12/15 (B15/M200) Subsidiary materials (softwood planks, nails, clamps)=1,0400				
57	CL10D	Propping metal constructions, ready-made, for heights of up to 35 m, weighing between 0.151-1,500 tons, assembled by welding (positions 6-8)	t	1.452		
58	CC03C	Mounting welded mesh d=3.0 mm, square cells 100x100 mm, at heights less than or equal to 35 m, for slabs (1.0 kg/m2)	kg	0.24		
59	CP21B	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, bonding or monolithization between precast concrete components	m3	0.04		
60	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (beam to the embedded part)	m	1.60		
61	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF-115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	1.452		
		<i>Total</i>	MDL			
		<b>Total reinforcement works Including salary</b>				
		1.2. Roof structure				
62	CE40A	Building the frame using beams (bars) treated with antiseptic	m3	4.53		
63	CE41A	Mounting rafters treated with antiseptic	m3	4.60		
64	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF-115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	0.189		
65	CN50A	Fireproof treatment of the carpentry: trusses, arches, beams, rafters, plates.	m3	9.13		
66	CE42A	Building the skylights, including installation of PVC profile window 750x1160(h) mm, with tilt opening	pcs	1.00		
67	CE30A	Sheathing or valley valley flashing made of roofing tiles, Eternit type plates etc., rough softwood planks (100x30 mm thick, step 330 mm), used in ordinary constructions.	m2	3.10		
68	CN50C	Fireproofing treatment of the carpentry, stove-based screen for coverings and revetment.	100 m2	0.026		
69	CN51K	Antiseptic treatment of the carpentry, on visible areas with water solution: coating the trusses.	100 m2	0.026		
70	CE17A	Moisture barrier film layer, density 110 gr/m2	m2	3.10		

8	9	10	11	12	13	14
		Subsidiary materials=1.0300				
71	CD07B	Walls made of galvanized corrugated sheets LK10 type 0.55 mm thick, with RAL coating according to the colour scheme, fastened with self-tapping screws, installed at a height of up to 6 m inclusively	m2	3.10		
		<b>Total</b>	MDL			
		<b>Total roof structure Including salary</b>				
		<b>Total</b>	MDL			
		<b>Total Block D Including salary</b>				
		6. Block E				
		2.1. Reinforcement works				
72	RpCI42F	Dismantling roof elements – bituminous membranes in one or two layers	m2	3.00		
73	RpCK42A	Dismantling the cold flooring from concrete or cement mortar	m2	3.00		
74	RpIzC45B	Dismantling the insulating or protective materials: granular (slag, granular or similar)	m3	0.45		
75	RpCU05F1	Core drilling for piping or tie rods in stone or reinforced concrete walls 16-25 cm thick, mechanical drilling	pcs	5.00		
76	TsH92B	Loading soil with stones and boulders in trucks	t	0.84		
77	TsI50A5	Transporting the ground with the dumper of 5 t at a distance of 5 km	t	0.84		
78	RCsB21C	Mechanical drilling of holes of 5 cm diameter, in concrete elements of 30 cm in thickness Subsidiary materials=1.0500	pcs	100.00		
79	CP21A	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, filling in the technological holes and precast concrete joints, including finishing the surfaces	pcs	100.00		
80	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 4 16AIII) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	99.75		
81	CB02C	Formwork from reusable panels using short and very short softwood planks to pour the concrete into slabs, beams and columns at heights of up to 20m inclusively	m2	25.80		
82	CC02K	On-site fabrication of A240 steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	80.55		
83	CC02L2	On-site fabrication of A500C steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	275.07		

8	9	10	11	12	13	14
84	CL57B	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 10 kg (Zd1) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	41.52		
85	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 5 – M16 threaded bar) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	59.40		
86	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (position 4 of the beam)	m	1.00		
87	CA04K	Concrete poured into slabs, beams, columns, prepared at the concrete plant or bought ready-made according to article CA01 and poured using a concrete pump, class C12/15 (B15/M200) Subsidiary materials (softwood planks, nails, clamps)=1.0400	m3	5.52		
88	CL10D	Propping metal constructions, ready-made, for heights of up to 35 m, weighing between 0.151-1,500 tons, assembled by welding (positions 6-8)	t	1.893		
89	CC03C	Mounting welded mesh d=3.0 mm, square cells 100x100 mm, at heights less than or equal to 35 m, for slabs (1.0 kg/m2)	kg	0.30		
90	CP21B	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, bonding or monolithization between precast concrete components	m3	0.05		
91	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (beam to the embedded part)	m	1.60		
92	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF-115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	1.893		
		<i>Total</i>	MDL			
		<b>Total reinforcement works Including salary</b>				
		2.2. Roof structure				
93	CE40A	Building the frame using beams (bars) treated with antiseptic	m3	5.74		
94	CE41A	Mounting rafters treated with antiseptic	m3	4.84		
95	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF-115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	0.189		



8	9	10	11	12	13	14
96	CN50A	Fireproof treatment of the carpentry: trusses, arches, beams, rafters, plates.	m3	10.57		
97	CE42A	Building the skylights, including installation of PVC profile window 750x1160(h) mm, with tilt opening	pcs	1.00		
98	CE30A	Sheathing or valley valley flashing made of roofing tiles, Eternit type plates etc., rough softwood planks (100x30 mm thick, step 330 mm), used in ordinary constructions.	m2	3.10		
99	CN50C	Fireproofing treatment of the carpentry, stave-based screen for coverings and revetment.	100 m2	0.026		
100	CN51K	Antiseptic treatment of the carpentry, on visible areas with water solution: coating the trusses.	100 m2	0.026		
101	CE17A	Moisture barrier film layer, density 110 gr/m2 Subsidiary materials=1.0300	m2	3.10		
102	CD07B	Walls made of galvanized corrugated sheets LK10 type 0.55 mm thick, with RAL coating according to the colour scheme, fastened with self-tapping screws, installed at a height of up to 6 m inclusively	m2	3.10		
		<i>Total</i>	MDL			
		<b>Total roof structure Including salary</b>				
		<i>Total</i>	MDL			
		<b>Total Block B Including salary</b>				
		7. Block B 3.1. Reinforcement works				
103	RpCI42F	Dismantling roof elements – bituminous membranes in one or two layers	m2	3.00		
104	RpCK42A	Dismantling the cold flooring from concrete or cement mortar	m2	3.00		
105	RpIzC45B	Dismantling the insulating or protective materials: granular (slag, granular or similar)	m3	0.45		
106	RpCU05F1	Core drilling for piping or tie rods in stone or reinforced concrete walls 16-25 cm thick, mechanical drilling	pcs	5.00		
107	TsH92B	Loading soil with stones and boulders in trucks	t	0.84		
108	TsI50A5	Transporting the ground with the dumper of 5 t at a distance of 5 km	t	0.84		
109	RCsB21C	Mechanical drilling of holes of 5 cm diameter, in concrete elements of 30 cm in thickness Subsidiary materials=1.0500	pcs	92.00		
110	CP21A	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, filling in the technological holes and precast concrete joints, including finishing the surfaces	pcs	92.00		
111	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 4 16AIII)	kg	91.20		

8	9	10	11	12	13	14
		Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100				
112	CB02C	Formwork from reusable panels using short and very short softwood planks to pour the concrete into slabs, beams and columns at heights of up to 20m inclusively	m2	25.80		
113	CC02K	On-site fabrication of A240 steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	77.94		
114	CC02L2	On-site fabrication of A500C steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	265.76		
115	CL57B	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 10 kg (Zd1) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	27.68		
116	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 5 – M16 threaded bar) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	59.40		
117	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (position 4 of the beam)	m	0.80		
118	CA04K	Concrete poured into slabs, beams, columns, prepared at the concrete plant or bought ready-made according to article CA01 and poured using a concrete pump, class C12/15 (B15/M200) Subsidiary materials (softwood planks, nails, clamps)=1,0400	m3	5.30		
119	CL10D	Propping metal constructions, ready-made, for heights of up to 35 m, weighing between 0.151-1,500 tons, assembled by welding (positions 6-8)	t	1.452		
120	CC03C	Mounting welded mesh d=3.0 mm, square cells 100x100 mm, at heights less than or equal to 35 m, for slabs (1.0 kg/m2)	kg	0.24		
121	CP21B	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, bonding or monolithization between precast concrete components	m3	0.04		
122	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (beam to the embedded part)	m	1.60		
123	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF-115, metalwork and metal	t	1.452		

8	9	10	11	12	13	14
		constructions being made of profiles with thicknesses of up to 7 mm inclusively				
		<i>Total</i>	MDL			
		<b>Total reinforcement works Including salary</b>				
		3.2. Roof structure				
124	CE40A	Building the frame using beams (bars) treated with antiseptic	m3	4.49		
125	CE41A	Mounting rafters treated with antiseptic	m3	4.60		
126	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF-115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	0.189		
127	CN50A	Fireproof treatment of the carpentry: trusses, arches, beams, rafters, plates.	m3	9.09		
128	CE42A	Building the skylights, including installation of PVC profile window 750x1160(h) mm, with tilt opening	pcs	1.00		
129	CE30A	Sheathing or valley valley flashing made of roofing tiles, Eternit type plates etc., rough softwood planks (100x30 mm thick, step 330 mm), used in ordinary constructions.	m2	3.10		
130	CN50C	Fireproofing treatment of the carpentry, stave-based screen for coverings and revetment.	100 m2	0.026		
131	CN51K	Antiseptic treatment of the carpentry, on visible areas with water solution: coating the trusses.	100 m2	0.026		
132	CE17A	Moisture barrier film layer, density 110 gr/m2 Subsidiary materials=1.0300	m2	3.10		
133	CD07B	Walls made of galvanized corrugated sheets LK10 type 0.55 mm thick, with RAL coating according to the colour scheme, fastened with self-tapping screws, installed at a height of up to 6 m inclusively	m2	3.10		
		<i>Total</i>	MDL			
		<b>Total roof structure Including salary</b>				
		<i>Total</i>	MDL			
		<b>Total Block B Including salary</b>				
		8. Block Г 4.1. Reinforcement works				
134	RpCI42F	Dismantling roof elements – bituminous membranes in one or two layers	m2	3.00		
135	RpCK42A	Dismantling the cold flooring from concrete or cement mortar	m2	3.00		
136	RpIzC45B	Dismantling the insulating or protective materials: granular (slag, granular or similar)	m3	0.45		
137	RpCU05F1	Core drilling for piping or tie rods in stone or reinforced concrete walls 16-25 cm thick, mechanical drilling	pcs	5.00		

8	9	10	11	12	13	14
138	TsH92B	Loading soil with stones and boulders in trucks	t	0.84		
139	TsI50A5	Transporting the ground with the dumper of 5 t at a distance of 5 km	t	0.84		
140	RCsB21C	Mechanical drilling of holes of 5 cm diameter, in concrete elements of 30 cm in thickness Subsidiary materials=1.0500	pcs	92.00		
141	CP21A	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, filling in the technological holes and precast concrete joints, including finishing the surfaces	pcs	92.00		
142	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 4 16AIII) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	91.20		
143	CB02C	Formwork from reusable panels using short and very short softwood planks to pour the concrete into slabs, beams and columns at heights of up to 20m inclusively	m2	25.13		
144	CC02K	On-site fabrication of A240 steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	78.30		
145	CC02L2	On-site fabrication of A500C steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	267.21		
146	CL57B	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 10 kg (Zd1) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	27.68		
147	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 5 – M16 threaded bar) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	59.40		
148	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (position 4 of the beam)	m	0.80		
149	CA04K	Concrete poured into slabs, beams, columns, prepared at the concrete plant or bought ready-made according to article CA01 and poured using a concrete pump, class C12/15 (B15/M200) Subsidiary materials (softwood planks, nails, clamps)=1.0400	m3	5.40		
150	CL10D	Propping metal constructions, ready-made, for heights of up to 35 m, weighing between 0.151-1,500 tons, assembled by welding (positions 6-8)	t	1.452		

8	9	10	11	12	13	14
151	CC03C	Mounting welded mesh d=3.0 mm, square cells 100x100 mm, at heights less than or equal to 35 m, for slabs (1.0 kg/m2)	kg	0.24		
152	CP21B	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, bonding or monolithization between precast concrete components	m3	0.04		
153	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (beam to the embedded part)	m	1.60		
154	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF-115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	1.452		
		<i>Total</i>	MDL			
		<b>Total reinforcement works Including salary</b>				
		4.2. Roof structure				
155	CE40A	Building the frame using beams (bars) treated with antiseptic	m3	4.47		
156	CE41A	Mounting rafters treated with antiseptic	m3	4.60		
157	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF-115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	0.189		
158	CN50A	Fireproof treatment of the carpentry: trusses, arches, beams, rafters, plates.	m3	9.07		
159	CE42A	Building the skylights, including installation of PVC profile window 750x1160(h) mm, with tilt opening	pcs	1.00		
160	CE30A	Sheathing or valley valley flashing made of roofing tiles, Eternit type plates etc., rough softwood planks (100x30 mm thick, step 330 mm), used in ordinary constructions.	m2	3.10		
161	CN50C	Fireproofing treatment of the carpentry, stove-based screen for coverings and revetment.	100 m2	0.026		
162	CN51K	Antiseptic treatment of the carpentry, on visible areas with water solution: coating the trusses.	100 m2	0.026		
163	CE17A	Moisture barrier film layer, density 110 gr/m2 Subsidiary materials=1.0300	m2	3.10		
164	CD07B	Walls made of galvanized corrugated sheets LK10 type 0.55 mm thick, with RAL coating according to the colour scheme, fastened with self-tapping screws, installed at a height of up to 6 m inclusively	m2	3.10		
		<i>Total</i>	MDL			

8	9	10	11	12	13	14
		<b>Total roof structure Including salary</b>				
		<i>Total</i>	MDL			
		<b>Total Block I Including salary</b>				
		9. Block E 5.1. Reinforcement works				
165	RpCI42F	Dismantling roof elements – bituminous membranes in one or two layers	m2	3.00		
166	RpCK42A	Dismantling the cold flooring from concrete or cement mortar	m2	3.00		
167	RpIzC45B	Dismantling the insulating or protective materials: granular (slag, granular or similar)	m3	0.45		
168	RpCU05F1	Core drilling for piping or tie rods in stone or reinforced concrete walls 16- 25 cm thick, mechanical drilling	pcs	5.00		
169	TsH92B	Loading soil with stones and boulders in trucks	t	0.84		
170	TsI50A5	Transporting the ground with the dumper of 5 t at a distance of 5 km	t	0.84		
171	RCsB21C	Mechanical drilling of holes of 5 cm diameter, in concrete elements of 30 cm in thickness Subsidiary materials=1.0500	pcs	95.00		
172	CP21A	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, filling in the technological holes and precast concrete joints, including finishing the surfaces	pcs	95.00		
173	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 4 16AIII) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	94.05		
174	CB02C	Formwork from reusable panels using short and very short softwood planks to pour the concrete into slabs, beams and columns at heights of up to 20m inclusively	m2	25.71		
175	CC02K	On-site fabrication of A240 steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	79.74		
176	CC02L2	On-site fabrication of A500C steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	270.60		
177	CL57B	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 10 kg (Zd1) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	27.68		
178	CL57A	Mounting and fixing the embedded parts in monolith reinforced	kg	59.40		

8	9	10	11	12	13	14
		concrete: with weight under 4 kg (position 5 – M16 threaded bar) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100				
179	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (position 4 of the beam)	m	0.80		
180	CA04K	Concrete poured into slabs, beams, columns, prepared at the concrete plant or bought ready-made according to article CA01 and poured using a concrete pump, class C12/15 (B15/M200) Subsidiary materials (softwood planks, nails, clamps)=1,0400	m3	5.50		
181	CL10D	Propping metal constructions, ready- made, for heights of up to 35 m, weighing between 0.151-1,500 tons, assembled by welding (positions 6-8)	t	0.764		
182	CC03C	Mounting welded mesh d=3.0 mm, square cells 100x100 mm, at heights less than or equal to 35 m, for slabs (1.0 kg/m2)	kg	0.24		
183	CP21B	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, bonding or monolithization between precast concrete components	m3	0.04		
184	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (beam to the embedded part)	m	1.60		
185	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF- 115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	0.764		
		<i>Total</i>	MDL			
		<b>Total reinforcement works Including salary</b>				
		5.2. Roof structure				
186	CE40A	Building the frame using beams (bars) treated with antiseptic	m3	4.49		
187	CE41A	Mounting rafters treated with antiseptic	m3	4.84		
188	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF- 115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	0.189		
189	CN50A	Fireproof treatment of the carpentry: trusses, arches, beams, rafters, plates.	m3	9.33		
190	CE42A	Building the skylights, including installation of PVC profile window 750x1160(h) mm, with tilt opening	pcs	1.00		

8	9	10	11	12	13	14
191	CE30A	Sheathing or valley valley flashing made of roofing tiles, Eternit type plates etc., rough softwood planks (100x30 mm thick, step 330 mm), used in ordinary constructions.	m2	3.10		
192	CN50C	Fireproofing treatment of the carpentry, stave-based screen for coverings and revetment.	100 m2	0.026		
193	CN51K	Antiseptic treatment of the carpentry, on visible areas with water solution: coating the trusses.	100 m2	0.026		
194	CE17A	Moisture barrier film layer, density 110 gr/m2 Subsidiary materials=1.0300	m2	3.10		
195	CD07B	Walls made of galvanized corrugated sheets LK10 type 0.55 mm thick, with RAL coating according to the colour scheme, fastened with self-tapping screws, installed at a height of up to 6 m inclusively	m2	3.10		
		<i>Total</i>	MDL			
		<b>Total roof structure Including salary</b>				
		<i>Total</i>	MDL			
		<b>Total Block E Including salary</b>				
		10. Block 3 6.1. Reinforcement works				
196	RpCI42F	Dismantling roof elements – bituminous membranes in one or two layers	m2	3.00		
197	RpCK42A	Dismantling the cold flooring from concrete or cement mortar	m2	3.00		
198	RpIzC45B	Dismantling the insulating or protective materials: granular (slag, granular or similar)	m3	0.45		
199	RpCU05F1	Core drilling for piping or tie rods in stone or reinforced concrete walls 16-25 cm thick, mechanical drilling	pcs	5.00		
200	TsH92B	Loading soil with stones and boulders in trucks	t	0.84		
201	TsI50A5	Transporting the ground with the dumper of 5 t at a distance of 5 km	t	0.84		
202	RCsB21C	Mechanical drilling of holes of 5 cm diameter, in concrete elements of 30 cm in thickness Subsidiary materials=1.0500	pcs	88.00		
203	CP21A	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, filling in the technological holes and precast concrete joints, including finishing the surfaces	pcs	88.00		
204	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 4 16AIII) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	87.40		
205	CB02C	Formwork from reusable panels using short and very short softwood planks to pour the concrete into slabs, beams	m2	23.50		



8	9	10	11	12	13	14
		and columns at heights of up to 20m inclusively				
206	CC02K	On-site fabrication of A240 steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	73.35		
207	CC02L2	On-site fabrication of A500C steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	249.34		
208	CL57B	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 10 kg (Zd1) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	27.68		
209	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 5 – M16 threaded bar) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	55.00		
210	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (position 4 of the beam)	m	0.80		
211	CA04K	Concrete poured into slabs, beams, columns, prepared at the concrete plant or bought ready-made according to article CA01 and poured using a concrete pump, class C12/15 (B15/M200) Subsidiary materials (softwood planks, nails, clamps)=1.0400	m3	5.52		
212	CL10D	Propping metal constructions, ready-made, for heights of up to 35 m, weighing between 0.151-1,500 tons, assembled by welding (positions 6-8)	t	1.487		
213	CC03C	Mounting welded mesh d=3.0 mm, square cells 100x100 mm, at heights less than or equal to 35 m, for slabs (1.0 kg/m2)	kg	0.24		
214	CP21B	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, bonding or monolithization between precast concrete components	m3	0.04		
215	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (beam to the embedded part)	m	1.60		
216	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF-115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	1.487		
		<i>Total</i>	MDL			
		<b>Total reinforcement works</b>				

8	9	10	11	12	13	14
		<b>Including salary</b>				
		6.2. Roof structure				
217	CE40A	Building the frame using beams (bars) treated with antiseptic	m3	4.47		
218	CE41A	Mounting rafters treated with antiseptic	m3	4.09		
219	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF-115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	0.189		
220	CN50A	Fireproof treatment of the carpentry: trusses, arches, beams, rafters, plates.	m3	8.56		
221	CE42A	Building the skylights, including installation of PVC profile window 750x1160(h) mm, with tilt opening	pcs	1.00		
222	CE30A	Sheathing or valley valley flashing made of roofing tiles, Eternit type plates etc., rough softwood planks (100x30 mm thick, step 330 mm), used in ordinary constructions.	m2	3.10		
223	CN50C	Fireproofing treatment of the carpentry, stave-based screen for coverings and revetment.	100 m2	0.026		
224	CN51K	Antiseptic treatment of the carpentry, on visible areas with water solution: coating the trusses.	100 m2	0.026		
225	CE17A	Moisture barrier film layer, density 110 gr/m2 Subsidiary materials=1.0300	m2	3.10		
226	CD07B	Walls made of galvanized corrugated sheets LK10 type 0.55 mm thick, with RAL coating according to the colour scheme, fastened with self-tapping screws, installed at a height of up to 6 m inclusively	m2	3.10		
		<i>Total</i>	MDL			
		<b>Total roof structure Including salary</b>				
		<i>Total</i>	MDL			
		<b>Total Block 3 Including salary</b>				
		11. Block Ж 7.1. Reinforcement works				
227	RpCI42F	Dismantling roof elements – bituminous membranes in one or two layers	m2	3.00		
228	RpCK42A	Dismantling the cold flooring from concrete or cement mortar	m2	3.00		
229	RpIzC45B	Dismantling the insulating or protective materials: granular (slag, granular or similar)	m3	0.45		
230	RpCU05F1	Core drilling for piping or tie rods in stone or reinforced concrete walls 16-25 cm thick, mechanical drilling	pcs	5.00		
231	TsH92B	Loading soil with stones and boulders in trucks	t	0.84		
232	TsI50A5	Transporting the ground with the dumper of 5 t at a distance of 5 km	t	0.84		

8	9	10	11	12	13	14
233	RCsB21C	Mechanical drilling of holes of 5 cm diameter, in concrete elements of 30 cm in thickness Subsidiary materials=1.0500	pcs	88.00		
234	CP21A	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, filling in the technological holes and precast concrete joints, including finishing the surfaces	pcs	88.00		
235	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 4 16AIII) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	87.40		
236	CB02C	Formwork from reusable panels using short and very short softwood planks to pour the concrete into slabs, beams and columns at heights of up to 20m inclusively	m2	23.50		
237	CC02K	On-site fabrication of A240 steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	73.35		
238	CC02L2	On-site fabrication of A500C steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	249.34		
239	CL57B	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 10 kg (Zd1) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	27.68		
240	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (position 5 – M16 threaded bar) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	55.00		
241	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (position 4 of the beam)	m	0.80		
242	CA04K	Concrete poured into slabs, beams, columns, prepared at the concrete plant or bought ready-made according to article CA01 and poured using a concrete pump, class C12/15 (B15/M200) Subsidiary materials (softwood planks, nails, clamps)=1.0400	m3	5.52		
243	CL10D	Propping metal constructions, ready-made, for heights of up to 35 m, weighing between 0.151-1,500 tons, assembled by welding (positions 6-8)	t	1.487		
244	CC03C	Mounting welded mesh d=3.0 mm, square cells 100x100 mm, at heights less than or equal to 35 m, for slabs (1.0 kg/m2)	kg	0.24		

8	9	10	11	12	13	14
245	CP21B	Using M 100-T cement mortar for bonding, monolithization or caulking the joints at heights of up to 35 m, bonding or monolithization between precast concrete components	m3	0.04		
246	CP18A	Welding along the contour of the overlapped steel plates, having a thickness of 5-7 mm inclusively (beam to the embedded part)	m	1.60		
247	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF-115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	1.487		
		<i>Total</i>	MDL			
		<b>Total reinforcement works Including salary</b>				
		7.2. Roof structure				
248	CE40A	Building the frame using beams (bars) treated with antiseptic	m3	4.47		
249	CE41A	Mounting rafters treated with antiseptic	m3	4.09		
250	IzD10C	Anticorrosive painting with manual brush of metalwork and metal constructions with a layer of primer GF-021 and two enamel layers PF-115, metalwork and metal constructions being made of profiles with thicknesses of up to 7 mm inclusively	t	0.189		
251	CN50A	Fireproof treatment of the carpentry: trusses, arches, beams, rafters, plates.	m3	8.56		
252	CE42A	Building the skylights, including installation of PVC profile window 750x1160(h) mm, with tilt opening	pcs	1.00		
253	CE30A	Sheathing or valley valley flashing made of roofing tiles, Eternit type plates etc., rough softwood planks (100x30 mm thick, step 330 mm), used in ordinary constructions.	m2	3.10		
254	CN50C	Fireproofing treatment of the carpentry, stave-based screen for coverings and revetment.	100 m2	0.026		
255	CN51K	Antiseptic treatment of the carpentry, on visible areas with water solution: coating the trusses.	100 m2	0.026		
256	CE17A	Moisture barrier film layer, density 110 gr/m2 Subsidiary materials=1.0300	m2	3.10		
257	CD07B	Walls made of galvanized corrugated sheets LK10 type 0.55 mm thick, with RAL coating according to the colour scheme, fastened with self-tapping screws, installed at a height of up to 6 m inclusively	m2	3.10		
		<i>Total</i>	MDL			
		<b>Total roof structure Including salary</b>				
		<i>Total</i>	MDL			
		<b>Total Block Ж</b>				

8	9	10	11	12	13	14
		<b>Including salary</b>				
		12. Passageways between the blocks A, Ж, 3				
		8.1. Reinforcement works				
258	RpCI42F	Dismantling roof elements – bituminous membranes in one or two layers	m2	6.00		
259	RpCK42A	Dismantling the cold flooring from concrete or cement mortar	m2	6.00		
260	RpIzC45B	Dismantling the insulating or protective materials: granular (slag, granular or similar)	m3	0.60		
261	TsH92B	Loading soil with stones and boulders in trucks	t	1.56		
262	TsI50A5	Transporting the ground with the dumper of 5 t at a distance of 5 km	t	1.56		
263	CB02C	Formwork from reusable panels using short and very short softwood planks to pour the concrete into slabs, beams and columns at heights of up to 20m inclusively	m2	10.32		
264	CC02K	On-site fabrication of A240 steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	19.37		
265	CC02L2	On-site fabrication of A500C steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	45.91		
266	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (positions 4, 5, 7 – M14 threaded bar) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	17.20		
267	CA04K	Concrete poured into slabs, beams, columns, prepared at the concrete plant or bought ready-made according to article CA01 and poured using a concrete pump, class C12/15 (B15/M200) Subsidiary materials (softwood planks, nails, clamps)=1,0400	m3	1.08		
		<i>Total</i>	MDL			
		<b>Total reinforcement works Including salary</b>				
		8.2. Roof structure				
268	CE40A	Building the frame using beams (bars) treated with antiseptic	m3	0.38		
269	CE41A	Mounting rafters treated with antiseptic	m3	0.50		
270	CN50A	Fireproof treatment of the carpentry: trusses, arches, beams, rafters, plates.	m3	0.88		
		<i>Total</i>	MDL			
		<b>Total roof structure Including salary</b>				
		<i>Total</i>	MDL			
		<b>Total passageways between the blocks A, Ж, 3</b>				

8	9	10	11	12	13	14
		<b>Including salary</b>				
		13. Passageways between the blocks A, B, Γ				
		9.1. Reinforcement works				
271	RpCI42F	Dismantling roof elements – bituminous membranes in one or two layers	m2	6.00		
272	RpCK42A	Dismantling the cold flooring from concrete or cement mortar	m2	6.00		
273	RpIzC45B	Dismantling the insulating or protective materials: granular (slag, granular or similar)	m3	0.60		
274	TsH92B	Loading soil with stones and boulders in trucks	t	1.56		
275	TsI50A5	Transporting the ground with the dumper of 5 t at a distance of 5 km	t	1.56		
276	CB02C	Formwork from reusable panels using short and very short softwood planks to pour the concrete into slabs, beams and columns at heights of up to 20m inclusively	m2	10.36		
277	CC02K	On-site fabrication of A240 steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	18.81		
278	CC02L2	On-site fabrication of A500C steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	43.93		
279	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (positions 4, 5, 7 – M14 threaded bar) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	17.20		
280	CA04K	Concrete poured into slabs, beams, columns, prepared at the concrete plant or bought ready-made according to article CA01 and poured using a concrete pump, class C12/15 (B15/M200) Subsidiary materials (softwood planks, nails, clamps)=1,0400	m3	0.99		
		<i>Total</i>	MDL			
		<b>Total reinforcement works Including salary</b>				
		9.2. Roof structure				
281	CE40A	Building the frame using beams (bars) treated with antiseptic	m3	0.38		
282	CE41A	Mounting rafters treated with antiseptic	m3	0.50		
283	CN50A	Fireproof treatment of the carpentry: trusses, arches, beams, rafters, plates.	m3	0.88		
		<i>Total</i>	MDL			
		<b>Total roof structure Including salary</b>				
		<i>Total</i>	MDL			
		<b>Total passageways between the blocks A, B, Γ</b>				

8	9	10	11	12	13	14
		<b>Including salary</b>				
		14. Passageways between the blocks A, E, Д				
		10.1. Reinforcement works				
284	RpCI42F	Dismantling roof elements – bituminous membranes in one or two layers	m2	9.00		
285	RpCK42A	Dismantling the cold flooring from concrete or cement mortar	m2	9.00		
286	RpIzC45B	Dismantling the insulating or protective materials: granular (slag, granular or similar)	m3	0.90		
287	TsH92B	Loading soil with stones and boulders in trucks	t	2.34		
288	TsI50A5	Transporting the ground with the dumper of 5 t at a distance of 5 km	t	2.34		
289	CB02C	Formwork from reusable panels using short and very short softwood planks to pour the concrete into slabs, beams and columns at heights of up to 20m inclusively	m2	17.49		
290	CC02K	On-site fabrication of A240 steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	30.85		
291	CC02L2	On-site fabrication of A500C steel rebars, up to 8 mm in diameter and mounted into the beam and column formworks, at heights less than or equal to 35 m, except for constructions using climbing formwork	kg	77.75		
292	CL57A	Mounting and fixing the embedded parts in monolith reinforced concrete: with weight under 4 kg (positions 4, 5, 7 – M14 threaded bar) Subsidiary materials (vaseline, rags, petrol, etc.)=1.0100	kg	25.60		
293	CA04K	Concrete poured into slabs, beams, columns, prepared at the concrete plant or bought ready-made according to article CA01 and poured using a concrete pump, class C12/15 (B15/M200) Subsidiary materials (softwood planks, nails, clamps)=1,0400	m3	1.70		
		<i>Total</i>	MDL			
		<b>Total reinforcement works Including salary</b>				
		10.2. Roof structure				
294	CE40A	Building the frame using beams (bars) treated with antiseptic	m3	0.54		
295	CE41A	Mounting rafters treated with antiseptic	m3	0.68		
296	CN50A	Fireproof treatment of the carpentry: trusses, arches, beams, rafters, plates.	m3	1.22		
		<i>Total</i>	MDL			
		<b>Total roof structure Including salary</b>				
		<i>Total</i>	MDL			
		<b>Total passageways between the blocks A, E, Д</b>				

8	9	10	11	12	13	14
		<b>Including salary</b>				
		Total	MDL			
		Social and health insurance	22.5 %			
		Transportation costs	10 %			
		Supply-storage costs	2 %			
		Total				
		Overhead costs	14.5 %			
		Total				
		Estimate benefit	6 %			
		<b>Total estimates: Including salary</b>				

Prepared

\_\_\_\_\_ (position, signature, name, surname)

Verified

\_\_\_\_\_ (position, signature, name, surname)