

10417849

**UNITED NATIONS DEVELOPMENT  
PROGRAMME**



**Contract for Goods and/or Services  
Between United Nations Development Programme and (R) ARHIDEEA GRUP SRL**

<b>1. Country Where Goods Will be Delivered and/or Services Will be Provided:</b> Republic of Moldova	
<b>2. This Contract is a result of UNDP:</b> Request for Quotation Number and Date: RfQ25/03060	
<b>3. Contract Reference (e.g. Contract Award Number):</b> 10417849	
<b>4. Long Term Agreement?</b> No	
<b>5. Subject Matter of the Contract:</b> Services	
<b>6. Summary Description of Goods and/or Services:</b> Services: Detailed technical design documentation for the reconstruction of the indoor shooting range of the 'Stefan cel Mare' Academy of the Ministry of Internal Affairs	
<b>7. Starting Date:</b> 22-Jul-2025	<b>8. Ending Date:</b> 28-Apr-2026
<b>9. Total Contract Amount:</b> 30,748.16 US Dollar 9a. <b>Advance Payment:</b> Not applicable	
<b>10. Applicable Terms and Conditions:</b> <b>Below US\$50,000 (Services only)</b> – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply	
<b>11. Payment Method:</b> Fixed Price	
<b>12. Contractor's Name:</b> (R) ARHIDEEA GRUP SRL Address: STR 31 AUGUST NR 6A HINCESTI HI MD3401 REPUBLIC OF MOLDOVA  Country of incorporation: MDA Email: ARHIDEEA01@GMAIL.COM Website:	
<b>12 (a) Is Contractor being contracted as part of a joint venture or a consortium?</b>	
<b>12 (b) If "yes" was chosen in block 12 (a) above, list names of all partners/consortium members:</b>	
<b>13. Contractor's Contact Person's Name:</b> Nicolae Petrov Title: Administrator Address: STR 31 AUGUST NR 6A HINCESTI HI MD3401 REPUBLIC OF MOLDOVA  Telephone number: Mobile: Email: arhideea01@gmail.com	
<b>14. UNDP Contact Person</b> Name: Liliana Eni Address: NA, , , MD	Title: Veaceslav Bugai Telephone number: +373 68777125 Email: veaceslav.bugai@undp.org

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Email: liliana.eni@undp.org
<b>15. Liquidated Damages:</b> As per Schedule of Requirements
<b>16. Period for Submission of Reports:</b> As per Schedule of Requirements

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

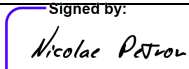

1. This face sheet ("Face Sheet").
2. UNDP Terms and Conditions
3. Payment Schedules
4. Attached document(s) included in this contract and listed below:

Attachments			
Type	File Name or URL	Title	Description
File	Annex 2_Schedule of Requirements.docx	Annex 2_Schedule of Requirements	

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into effect on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties (the "Authorized Representatives"), (the "Effective Date"), and expire on the Contract Ending Date indicated in Block8 of the Face Sheet. The Period from the Effective Date until the date specified in Block8 is the "Term" of this Contract.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:	 Signed by: F0618A68CDB241D...	Signature:	 DocuSigned by: 85104C0986604F6...
Name:	Nicolae Petrov	Name:	Elena Olaru
Title:	Administrator	Title:	Operations Manager
Date:	23-Jul-2025	Date:	22-Jul-2025



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**Payment Schedules**

Deliverable	Due Date	Amount [USD]
1:1 The development of the preliminary project	05-Aug-2025	1,346.64
2:1 Development of the final detailed technical designs	25-Aug-2025	22,610.52
3:1 Detailed design of Organization of the Construction site chapter	30-Aug-2025	469.00
4:1 Preparation of the bill of quantities (in English and Romanian) and preliminary cost estimates	19-Sep-2025	1,242.00
5:1 Final approval and verification of the designs by independent, authorized by the state experts. Endorsement of the design documentation from state appropriate services.	04-Oct-2025	880.00
6:1 Technical Design Author's Supervision during the implementation of the construction works. Attending the initial and final commissioning committees. Assisting the beneficiary in obtaining the construction permits.	01-Apr-2026	4,200.00

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**GENERAL TERMS AND CONDITIONS FOR  
INSTITUTIONAL (DEMINIMIS) CONTRACTS  
(FOR CONTRACTS LESS THAN US \$50,000)**

**1. LEGAL STATUS OF THE PARTIES:**

**1.1** Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

**1.2** The Contractor shall have the legal status of an independent contractor vis-à-vis UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

**2. OBLIGATIONS OF THE CONTRACTOR; REPRESENTATIONS AND WARRANTIES:**

**2.1** The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

**2.2** The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the

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quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

- 2.3** The Contractor shall promptly inform UNDP about any changes in its legal status, such as sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests and any change in the control of the Contractor that occurs during the Term.
- 2.4** All time limits contained in this Contract shall be deemed to be of the essence in respect of the provision of the Services.
- 2.5** The Contractor represents and warrants that as of the effective date and throughout the Term:
  - 2.5.1.** it 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;
  - 2.5.2.** all of the information it has previously provided to UNDP, or that it provides to UNDP during the Term, concerning the Contractor and the provision of the Services is true, correct, accurate and not misleading;
  - 2.5.3.** is financially solvent and is able to provide the Services in accordance with the terms and conditions of the Contract; and,
  - 2.5.4.** it has, and will maintain throughout the Term, all rights, licenses, authority and resources necessary, as applicable, to provide the Services to UNDP's satisfaction and to perform its obligations under the Contract.

**3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a Long-Term Agreement as indicated in the Face Sheet of this Contract, the following conditions shall apply:

- 3.1** UNDP does not warrant that any quantity of Services shall be purchased during the Term.
- 3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from this Contract by placing an order for Services from through UNDP hereunder.
- 3.3** The Contractor shall provide the Services, as and when requested by UNDP in a purchase order issued to that effect, which shall be subject to the terms and

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conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

- 3.4** The Services shall be at the discount prices annexed hereto. The prices shall remain in effect throughout the duration of the Contract.
- 3.5** In the event of any advantageous technical changes and/or downward pricing of the Services during the Term, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to this Contract.
- 3.6** The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report shall be submitted to the UNDP Contact Person indicated in the Face Sheet hereto, as well as to the UNDP business unit that has placed a purchase order for the Services during the reporting period.
- 3.7** This Contract shall remain in force for a period of one (1) year and may be extended for the maximum the period established in the Block 4 of the Face Sheet by mutual agreement of the Parties, at UNDP's discretion.
- 3.8** In addition to the ability of UNDP to place an order for another UN entity further to 3.2 above, the same terms and conditions under this Contract shall be made available to other United Nations entities whenever those entities so request. In such cases, the Parties acknowledge and agree that the Contractor shall enter into a contract with such other UN entity and deal directly with sit regarding all matters that may arise in respect of any particular contract/order placed by such UN entity and that UNDP shall not be responsible for or liable to the Contractor in any way or under any circumstances with respect to such contract/order placed by such other UN entity.

**4. PRICE AND PAYMENT:**

- 4.1 Fixed Price:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor the fixed amount indicated in the Face Sheet of this Contract.

**4.1.1** The amount stated in the Face Sheet of this Contract is not subject to any

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adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

**4.1.2** UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

**4.1.3** Invoices shall indicate a deliverable completed and the corresponding amount payable.

**4.1.4** Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

**4.2 Cost Reimbursement:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

**4.2.1** The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

**4.2.2** The Contractor shall not provide Services nor deliver equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

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**4.2.3** The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal or may be required by UNDP.

**4.2.4** UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

**4.2.5** Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

**5. ADVANCE PAYMENT:**

**5.1** If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

**5.2** Where an advance payment equivalent to 20% or more of the contract value, or amounting to \$30,000 or more, (whichever amount is less), is to be made by UNDP under the Contract, the payment of such advance shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

**6. SUBMISSION OF INVOICES AND REPORTS:**

**6.1** All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail or accepted electronic means by the Contractor to UNDP Contact Person.

**6.2** The Contractor shall submit to the UNDP Contact Person reports describing in

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detail the Services provided during the period of time covered in each report as specified in the Contract.

**7. TIME AND MANNER OF PAYMENT:**

**7.1** Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

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

**7.3** UNDP will have the right to set off, against any amount or amounts due and payable by UNDP to the Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNDP to the Contractor) owing by the Contractor to UNDP under the Contract or under any other contract or agreement between the Parties. UNDP will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNDP 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.

**8. PERSONNEL OF THE CONTRACTOR:**

**8.1** The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform Services under the Contract and will select reliable and competent individuals who will be able to effectively perform the work and who, while doing so, will respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

**8.2** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether

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such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

**9. ASSIGNMENT:**

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

**10. SUBCONTRACTING:**

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

**11. SERVICES:**

**11.1. Rejection of Services:** If the Services 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, UNDP can, at its option:

**11.1.1.** by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in any deliverables to be provided under the Contract, to UNDP's satisfaction, within thirty (30) days after receipt of UNDP's notice (or within such shorter period as UNDP may determine, in its sole discretion, is necessary as specified in the notice);

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

**11.1.3.** procure all or part of the Services or deliverables to be provided under the Contract from other sources, and require the Contractor to pay UNDP for any additional cost beyond the balance of the fee for such Services and deliverables;

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**11.1.4.** give written notice to terminate the Contract for breach, in accordance with Article 6.1 below,

**11.1.5.** require the Contractor to pay liquidated damages as set out in the Contract.

**11.2.** The Contractor expressly acknowledges that if UNDP 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 UNDP's rights in respect of such late or non-compliant performance.

**11.3 Warranties:** The Contractor warrants that any Services provided by the Contractor hereunder shall be performed in a timely and professional manner, by qualified professional personnel, that such Services shall conform to the highest standards observed in the industry for similar services.

## **12. INDEMNIFICATION:**

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

## **13. LIABILITY AND INSURANCE:**

**13.1** Without prejudice to any other liability of the Contractor under the Contract, the Contractor shall pay UNDP promptly for all loss, destruction, or damage to UNDP, including its property caused by the Contractor, its personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

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

**13.2.1** The Contractor shall provide and thereafter maintain all appropriate

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workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

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

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

**13.4.1** Name UNDP as additional insured;

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

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

**13.5** The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 13.

**14. ENCUMBRANCES AND LIENS:**

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

**15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:**

**15.1** Title to all equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to

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compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

**16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

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**17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

**17.1** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill or otherwise that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the contractor or the Contractor's products and/or services. This provision shall not expire upon expiration or termination of the Contract.

**18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data including, without limitation, Personal Data and UNDP Personal Data (both as defined in Article 19.2, below), that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that has been designated as confidential at the time of exchange or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, as well as information that the Recipient knows or should have reasonably known from its inherent nature, quality or characteristics that is proprietary or confidential ("Information"), shall be held in confidence by the Recipient and shall be handled as follows:

**18.1** The Recipient shall:

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

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

**18.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:

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

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

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

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

**18.2.2.3** for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

**18.3** UNDP may determine that any Information provided by UNDP to the Contractor, including Information that is or contains UNDP Personal Data, may constitute property and archives of UNDP within the meaning of the Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15 (1946) (the "General Convention"), and Article II of the General Convention, including its Sections 2, 3 and 4, is applicable to all such Information.

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

**18.5** UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder or pursuant to UNDP's regulations, rules, policies and procedures.

**18.6** The Recipient shall not be precluded from disclosing Information that is obtained

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by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**18.7** These obligations and restrictions of confidentiality shall be effective during the Term, including any extension thereof, and shall remain effective following termination or expiration of the Contract.

**19. DATA PROTECTION:**

**19.1.** UNDP will handle Personal Data that it obtains from the Contractor as a result of, or in connection with, the Contract solely in accordance with its own legal framework.

**19.2** For purposes of this Article, "Personal Data" shall mean any information relating to an identified or identifiable natural person, including any information the disclosure of which could harm such identified or identifiable natural person, and "UNDP Personal Data" shall mean Personal Data that is obtained by the Contractor from UNDP in connection with, or related to, the performance of the Contract. For the purposes of the Contract, "Personal Data" and "UNDP Personal Data" shall be treated as Information within the meaning of Article 18, above.

**19.3** Unless otherwise provided in the Contract, the Contractor shall take all appropriate measures, consistent with applicable laws that have a bearing on the Contractor, to safeguard UNDP Personal Data.

**19.4** Without prejudice to the generality of Article 19.3 above, and unless otherwise more specifically provided in the Contract, the Contractor shall, at a minimum:

**19.4.1** process UNDP Personal Data solely and exclusively in accordance with the requirements of the Contract, and shall not use UNDP Personal Data for the Contractor's research, marketing, sales, promotional, or any other purposes;

**19.4.2** implement appropriate technical and organizational measures, including appropriate access-control measures, to ensure that UNDP Personal Data is accessed on a "need-to-know" basis by authorized Contractor's personnel only;

**19.4.3** implement appropriate data security measures to preserve the integrity of UNDP Personal Data and prevent any corruption, tampering, loss, damage,

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unauthorized access and improper disclosure of UNDP Personal Data;

**19.4.4** process UNDP Personal Data in a manner that is adequate, relevant and limited to what is necessary for the performance of the Contract, and ensure that UNDP Personal Data is kept for no longer than is necessary to perform services under the Contract;

**19.4.5** as and when requested by UNDP, update or rectify UNDP Personal Data to ensure its accuracy;

**19.4.6** transfer UNDP Personal Data to third parties, including the Contractor's agents or subcontractors, only in accordance with the requirements of the Contract, and on terms and conditions equivalent to those set forth in this Article 19 and Article 18 above;

**19.4.7** immediately notify UNDP in writing upon becoming aware of any data or security breach; take immediate mitigating and/or remedial action, including mitigating and/or remedial action as directed by UNDP; and inform and update on a regular basis UNDP of any measures taken by the Contractor to address such data or security breach;

**19.4.8** as set forth in the Contract or as otherwise instructed by UNDP in writing, return, delete or destroy UNDP Personal Data and, upon written request by UNDP, provide substantiating evidence of such destruction to UNDP; and

**19.4.9** consult with, and follow the instructions of, UNDP with respect to handling any requests and/or complaints by third parties in respect of UNDP Personal Data made to or received by the Contractor.

**19.5** The provisions of this Article 19 shall survive any termination or expiration of the Contract.

**20. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

**20.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which

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interferes or threatens to interfere with its performance of the Contract. If the affected Party is the Contractor, on receipt of the notice required hereunder, UNDP shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform any obligations under the Contract.

**20.2** If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 21, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In the absence of notice from the Contractor, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the force majeure is of public knowledge or the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of thirty (30) days.

**20.3** Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), act of government, invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, including, among others, pandemics or epidemics affecting any of the Parties' ability to perform hereunder, provided that such acts arise from causes beyond the control and without the fault or negligence of the affected Party. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

## **21. TERMINATION:**

**21.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of amicable

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settlement or arbitral proceedings in accordance with Article 24.3 "Settlement of Disputes", below, shall not be deemed a termination of this Contract.

- 21.2** UNDP may terminate the Contract at any time with immediate effect by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.
- 21.3** In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.
- 21.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have under the Contract, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.
- 21.5** In the event that the Contract is terminated by UNDP in accordance with Article 21.1 above, due to a breach by the Contractor of its obligation under the Contract, the Contractor shall be bound to compensate UNDP for all damages and costs incurred by UNDP as a consequence of such termination and for any additional cost beyond the balance of the Contract price resulting from any procurement conducted by UNDP to procure the Services from another source, including, inter alia, the costs of engaging in such procurement. UNDP may set-off such costs and expenses against any amounts owed to the Contractor under the Contract or under other contracts with the Contractor.
- 21.6** The provisions of this Article 21 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

**22. NON-WAIVER OF RIGHTS:**

- 22.1** No grant of time to the Contractor to cure a default under the Contract nor the failure by UNDP to exercise any rights available to it, whether under the Contract

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or otherwise, shall be deemed for any purposes to constitute a waiver by UNDP of any such right or any remedy associated therewith, and shall not relieve the Contractor of any of its obligations under the Contract.

**23. NON-EXCLUSIVITY:**

**23.1** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of services from the Contractor, and UNDP shall have no limitation on its right to obtain services of the same kind, quality and quantity described in the Contract, from any other source at any time.

**24. SETTLEMENT OF DISPUTES:**

**24.1** Any dispute, controversy, or claim between the Parties arising out of the Contract, or out of the breach, termination or invalidity thereof ("Dispute") shall be finally settled in the manner set out in this Article 24, which shall be binding on the Parties and shall be the exclusive mode of settlement of the Dispute in accordance with Article VIII, Section 29, of the Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15 (1946).

**24.2 Amicable Settlement:**

**24.2.1** The Parties shall use their best efforts to amicably settle any Dispute. For that purpose, the Party asserting a claim shall provide to the other Party a detailed description of the Dispute, specifying the relief or remedy sought, together with a copy of the Contract and all relevant supporting documentation ("Notice of Dispute").

**24.2.2** Neither Party may refer the Dispute to arbitration, pursuant to Article 24.3 below, prior to pursuing amicable settlement efforts and prior to the expiry of sixty (60) days from the date of the Notice of Dispute. However, the foregoing shall not preclude a Party to the Contract from referring a Dispute to arbitration if such Party seeks interim measures of protection under the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL Arbitration Rules").

**24.3 Arbitration:**

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**24.3.1** Either Party may refer a Dispute that has not been resolved amicably pursuant to Article 24.2, above, to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, subject to the provisions of this Article 24.3.

**24.3.2** The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties agree that the periods for the intervention of the appointing authority stipulated in Article 8, paragraph 1, and Article 9, paragraphs 2 and 3, of the UNCITRAL Arbitration Rules shall be sixty (60) days.

**24.3.3** Any agreement between the Parties or decision by the arbitral tribunal as to the place of arbitration or the venue of the proceedings shall mean only the physical location where the arbitral tribunal shall hold in-person meetings, including for its deliberations or hearings, pursuant to Article 18, paragraph 2, of the UNCITRAL Arbitration Rules. Such agreement or decision as to the place of arbitration shall not amount to the determination of a legal seat, shall not entail any submission to any country's law and jurisdiction in connection with the arbitral proceedings and any resulting award(s), and shall not be construed as a waiver, express or implied, of the privileges and immunities of the United Nations, including UNDP.

**24.3.4** In interpreting the rights and obligations of the Parties under the Contract, the arbitral tribunal shall first apply the terms of the Contract and then apply generally recognized principles of international commercial law. Procedural matters shall be governed by the provisions of this Article 24 and the UNCITRAL Arbitration Rules. Where necessary, the Arbitral Tribunal may seek additional guidance from the generally accepted principles of procedure applied by international tribunals.

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**24.3.5** The arbitral tribunal may exercise the powers envisaged in Article 27, paragraph 3, of the UNCITRAL Arbitration Rules in respect of documents, exhibits or other evidence that (i) the Parties agree are to be produced or (ii) which the arbitral tribunal, in view of the statements of claim and defense and the evidentiary record, considers relevant to the Dispute and material to its outcome. When apportioning costs pursuant to Article 42, paragraph 1, of the UNCITRAL Arbitration Rules, the arbitral tribunal shall take into account the reasonableness of document production requests.

**24.3.6** In accordance with the UNCITRAL Arbitration Rules, the arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services, or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate.

**24.3.7** Unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award: (1) punitive damages or damages for indirect or consequential losses; (2) interest other than simple interest and only at the Federal Reserve Bank of New York's Secured Overnight Financing Rate prevailing at the time of the award.

**24.3.8** The arbitral tribunal shall have no authority to award any pre-award interest.

**25. PRIVILEGES AND IMMUNITIES:**

**25.1** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

**26. TAX EXEMPTION:**

**26.1** Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its

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subsidiary organs, 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. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

- 26.2** The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

**27. MODIFICATIONS; NOTICES:**

- 27.1** No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing and signed by the duly Authorized Representatives of the Parties. Without prejudice to the forgoing, any changes to the Contractor's bank account specified in the Face Sheet shall require a formal amendment to the Contract in accordance with this Article 27.1.
- 27.2** 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 Face Sheet of this Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, by confirmed email transmission or by other accepted electronic means. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or when confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).
- 27.3** 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

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ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

**27.4** 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 25, above.

**28. AUDITS AND INVESTIGATIONS:**

**28.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the Term and for a period of three (3) years following the expiration or prior termination of the Contract.

**28.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the Term. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract.

**28.3** The Contractor shall provide its full and timely cooperation with any such post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

**28.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of the Services which are the subject of this

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Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

**29. LIMITATION ON ACTIONS:**

**29.1** Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 24.3, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

**29.2** The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**30. ESSENTIAL TERMS:**

**30.1** The Contractor acknowledges and agrees that each of the provisions in Articles 31 to 37 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**31. SOURCE OF INSTRUCTIONS:**

**31.1** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance

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required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

**32. STANDARDS OF CONDUCT; CONFLICTS OF INTEREST:**

**32.1** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP.

**32.2** In the performance of the Contract, the Contractor shall comply and shall ensure that its subcontractors under the Contract comply, with the Secretary General's Bulletin ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply and shall ensure that its subcontractors under the Contract comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

**32.1.1** The UN Supplier Code of Conduct;

**32.1.2** UNDP Policy on Fraud and other Corrupt Practices;

**32.1.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

**32.1.4** UNDP Vendor Sanctions Policy;

**32.1.5** All security directives relevant to the performance of the Contract issued by UNDP; and

**32.1.6** If the Contractor is providing hosting services, the UNDP Classification and Handling of Information Policy.

**32.3** The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at [How we buy | United Nations Development Programme \(undp.org\)](http://How we buy | United Nations Development Programme (undp.org)). In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing and will remain in compliance throughout the Term.

**32.4** The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNDP to the Contractor and the selection and awarding of sub-contracts by the Contractor), it has disclosed and will disclose to UNDP any situation that may constitute an actual or potential conflict

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of interest or could reasonably be perceived as a conflict of interest.

**33. OBSERVANCE OF THE LAW:**

**33.1** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

**34. CHILD LABOR:**

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

**35. MINES:**

**35.1** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**36. PROHIBITION OF SEXUAL EXPLOITATION AND SEXUAL ABUSE, AND SEXUAL HARASSEMENT:**

**36.1** In the performance of this Contract, the Contractor represents and warrants that it, its parent entities (if any), or any of the Contractor's subsidiary or affiliated entities (if any) has in place adequate and proper procedures, processes and policies to prevent and address sexual exploitation and sexual abuse ("SEA") and sexual harassment ("SH"). The Contractor shall take all appropriate measures to prevent SEA and SH of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any Services under the Contract.

**36.2** For these purposes, sexual activity with any person less than eighteen (18) years of age, regardless of any laws relating to consent, shall constitute SEA of such person. In addition, the Contractor shall refrain from, and shall take all reasonable

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and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**36.3** For the purposes of this Contract, SH shall be defined as any unwelcome conduct of sexual nature, that might reasonably be expected or be perceived to cause offence or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. SH may occur in the workplace or in connection with work. While typically involving a pattern of conduct, SH may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered.

**37. PROHIBITION ON THE FINANCING OF TERRORISM AND MONEY LAUNDERING:**

**37.1.** UNDP is committed to the highest ethical standards and will not tolerate the diversion of the resources entrusted to it through Money Laundering or Terrorist Financing, and will not engage entities that tolerate the diversion of resources for the purposes of Money Laundering or Terrorist Financing.

**37.2.** The Contractor:

**37.2.1** represents and warrants that it has not, and it shall not at any time during the duration of this Contract, engage in Money Laundering or Terrorist Financing;

**37.2.2** undertakes to take all reasonable measures to ensure that none of (i) its Beneficial Owners, officers or employees (together, as used in this clause, referred to as "affiliates"), or (ii) its contractors/suppliers, subcontractors, joint venture/consortium members, or agents (together, as used in this clause, referred to as "subparties"), engage in Money Laundering or Terrorist Financing; and

**37.2.3** shall ensure that the restrictions contained in this clause are reflected in its agreements with any subparties which are in any way involved in the implementation of any activity under this Contract.

**37.3** The Contractor shall immediately notify UNDP if it becomes aware of any actual, apparent, potential or attempted instances of Money Laundering or Terrorist Financing in relation to any of (i) its affiliates, or (ii) subparties which are in any

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way involved in the implementation of any activity under this Contract. The Contractor shall fully cooperate with any investigation or review by UNDP of Money Laundering or Terrorist Financing activity.

**37.4.** The Contractor acknowledges and agrees that any breach of this Article 37, or any other engagement in Money Laundering or Terrorist Financing by it, or by any of (i) its affiliates, or (ii) the subparties which are in any way involved in the implementation of any activity under this Contract, constitutes a material breach of this Contract, which entitles UNDP to:

**37.4.1** immediately terminate this Contract without incurring any liability or penalty;

**37.4.2.** apply and enforce any relevant sanctions in accordance with UNDP's policies and procedures, including referring the matter to national authorities when appropriate; and

**37.4.3.** recover all losses, financial or otherwise, suffered by UNDP in connection with such Money Laundering or Terrorist Financing activity.

**37.5.** For the purpose of this clause, the following terms shall have the meaning ascribed to the below:

**37.5.1.** "Money Laundering" is any intentional act or omission that is designed to, or results in, concealment of the origins of money obtained illegally, typically by passing it through a complex sequence of financial or commercial transactions. Money Laundering usually involves three stages: (i) introducing the proceeds of crime into the financial system (placement); (ii) transactions to convert or transfer the funds to other locations or financial institutions (layering); and (iii) reintroducing the funds into the legitimate economy as "clean" money and investing it in various assets or business ventures (reintegration) appearing to have been legally obtained.

**37.5.2.** "Terrorist Financing" means engaging with, contracting or providing support to individuals or entities that appear on the United Nations Security Council Consolidated Sanctions List, accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>.

**37.5.3.** The "Beneficial Owner" means each natural person that exercises ultimate effective control over the Contractor. This may include:

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(i) Natural persons who have, directly or indirectly, controlling ownership of the Contractor.

(ii) To the extent that there is doubt under (i), natural persons who exercise control of the Contractor through other means – including through personal connections, family relationships, or contractual associations such as financing of the Contractor.

(iii) Where no natural person is identified under (i) or (ii) above, the natural person who holds the position of senior managing official.

Signed by:  
*Nicolae Petru*  
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## **ANNEX 2: SCHEDULE OF REQUIREMENTS / TERMS OF REFERENCE**

### **Development of detailed technical design documentation for the reconstruction of the indoor shooting range of the 'Stefan cel Mare' Academy of the Ministry of Internal Affairs**

#### **A. Background**

While fulfilling their duties, frontline police officers encounter a wide range of behaviours, ranging from cooperative to resistant or assaultive behaviour that could cause grievous bodily harm or death. Therefore, the Police staff should be engaged through training in a suite of tactical options, ensuring that they are always prepared and able to respond appropriately in any situation. Firearm use is one of these tactical options and is a basic professional skill any police officer should master, and it could be applied as a last resort measure to maintain public safety and order without a prejudice to personal safety.

Firearm use and shooting training is organized on regular basis by the "Stefan cel Mare" Academy (Police Academy) of the Ministry of Internal Affairs of the Republic of Moldova. The Academy has a 55 meters long indoor shooting range that is in use since 1983. However, the facility is in poor condition that decreases the quality of the training process, threatens the safety of the students/cadets, as well as does not comply with applicable environmental requirements. Additionally, the electric/lighting, acoustic, and heating systems are outdated; the ventilation system is unable to prevent air contamination and has a limited air filtration and circulation capacity, while the bullet trap mechanism is worn. The shooting range lacks a shooting monitoring and control system, distraction lighting system and a fit for purpose target carrier system, that would allow to conveniently program different manoeuvres and scenarios.

UNDP has conducted a preliminary technical examination of the shooting range premises in early 2021. However, the study was focused on examination of the general technical condition of the premises, potential costs for construction works and less on specific equipment relevant to the shooting range functioning and costs estimates for such equipment.

Through this intervention, the Project intends to support the Academy in modernizing the indoor shooting range to foster a skills-based training in responsible firearm use for policing activity. The Project conducted in 2023 a comprehensive feasibility study on modernization of the shooting range of the Police Academy of the MIA. Building on the best regional practices and applicable safety and environmental requirements, the feasibility study assessed the level of interventions and the amount of investments required, paying due attention to the required specialized equipment; ensuring compliance with ballistic and soundproofing requirements; reengineering and upgrade of utilities systems and networks; redesign and refurbishment of adjacent training/debriefing rooms and other relevant spaces; installation of audio, video, lighting systems and automatic target retrieval mechanisms; provision of weapon discharge system and other relevant equipment and gear used for qualification, training and practice purposes. The study offered several scenarios for the modernization of the shooting range and further decision on which scenario will be applied will be taken by MIA and the 'Stefan cel Mare' Academy. Upon the decision and overall repair and upgrading of the current premises of the shooting range the endowment with necessary specialized equipment and furniture will be carried out.

Therefore, one of the main tasks to be carried out that would allow further modernization of the shooting range of the Police Academy is the whole reconstruction of the existing indoor shooting range at the Academy.

**B. Objective of the assignment:**

The main objective of this assignment is to identify a design company to develop the detailed technical design documentation and Bill of Quantities (BoQ) for the full reconstruction of the Indoor Shooting Range of the Police Academy, including entry staircase, adjacent training/debriefing rooms and other auxiliary spaces. Detailed design documentation for the full reconstruction of Indoor Shooting Range of the Police Academy will also include full replacement of all engineering systems, such as: heating, ventilation, air-conditioning, electricity, low voltage nets, video security, anti-fire warning, internet, etc.

The development of detailed technical design documentation shall be carried out in accordance with the provisions of the normative NCM A. 07.02-2012 "Procedure for the development, endorsement, approval, and framework content of project documentation for constructions." The project for the execution of reconstruction works shall be based on the requirements from the attached documents as follows:

- **Annex a)** Urban Planning Certificate no. CU-0004011 dated 12.11.2024
- **Annex b)** Feasibility Study "Modernization of The Shooting Range for The Ministry of Internal Affairs Academy 'Stefan cel Mare' of the Republic of Moldova" – 2023;
- **Annex c)** Expertise Report of the existing construction No. 0914-12/ET-2021 carried out by the technical expert Axenti Tudor in 2021;
- **Annex d)** Excerpt from the cadastral file for no. 010021324104;
- **Annex e)** Basement level construction plan including connection points to electricity.

Participation to this RFQ process is open to all registered architectural and/or engineering companies that have both, the required experience and knowledge of the design norms and requirements applicable in the Republic of Moldova.

To achieve the objective of this assignment, the selected contractor will be responsible to carry out all the technical design related works, including site inspection and measurement works, drafting, coordinating, endorsing and verification of the design documentation, BoQs and specifications as established in the legislation in force, organizing author's supervision activities during project implementation, as well.

The Contractor will develop the design documentation applying the most efficient technical solutions for proposed reconstruction, based on the type and technical characteristics of the infrastructure and required scope of rehabilitation works.

Based on the technical documentation and specifications, estimates and bill of quantities, drafted by the design company, and properly verified, coordinated, and approved, a tender will be launched, to select the entrepreneurs to carry out the reconstruction works.

### C. Description of the object:

According to the existing plan and other documents, the space to be reconstructed is located in the basement of building named – lit.J – sports hall, and is part of the complex of the "Ștefan cel Mare" Academy of the Ministry of Internal Affairs, located on Gheorghe Asachi Street, 21, in the residential and social-purpose neighborhood of the Centru sector of Chișinău municipality, on the land with cadastral number 0100213241 with the following general data:

Location:	Gheorghe Asachi street no. 21 Chisinau
Cadastral code:	0100213.241.04
Legal Status:	According to the extract from the Real Estate Registry regarding the property ownership rights from the Territorial Cadastre Office, the property is owned by the Ministry of Internal Affairs (MAI).
Project Phase:	Execution project
Building Capacity:	S+P+E
Volume of the building subject to modernization:	Only the basement
Basement Area:	724m <sup>2</sup>
Height:	3.35m
Volume:	2425m <sup>3</sup>
Destination:	Shooting range for training with small and medium caliber firearms.

The location of the building is characterized by:

- Climatic conditions – III B.
- External air temperature – minus 16°C.
- Wind pressure – 0.3 kPa.
- Snow load – 0.5 kPa.
- According to NCM E.02.02-2016 "Reliability of construction elements and foundation soils. Basic principles," the importance class of the examined buildings is CC-2 – (normal level).
- According to NCM E.01.02-2019 "Actions in constructions. Regulation regarding the determination of the importance categories of constructions," the importance category of the examined buildings is "C" – (normal).
- According to the seismic micro zonation map of Chișinău municipality, the land is in the area assigned to a seismic intensity of 7 degrees.

As a result of the capital repair works with partial re-planning and reorganization, the class/category of importance of the constructions will not change. The land on which the respective construction is located is sloped, with partial surface arrangement through earthworks. The respective construction represents a building with a height regime of S+P+E, with a rectangular shape in plan and general dimensions of 66.65 x 12.55 m - See Annex d) and e). Within the limits of the sports hall, the ground floor and the first floor are combined, forming a single volume.

The building was constructed in the second half of the last century (1983 according to the technical file). The Beneficiary does not have project and execution documentation. The structural scheme of the respective block is rigid, executed from small limestone block masonry, strengthened with reinforced concrete elements. The foundations are continuous type under the structural walls, made of concrete and reinforced concrete elements. The load-bearing and self-supporting walls up to elevation 0.000 are made of concrete and cyclopean concrete elements. The load-bearing and self-supporting walls of the superstructure of the block are composed of small limestone block masonry with a thickness of 490 mm, with cement-sand mortar, and reinforced concrete elements. The lintels above the window and door openings are made of prefabricated reinforced concrete elements.

The partition walls are made of artificial brick masonry, with a thickness of 120 mm, with cement-sand mortar, and from prefabricated gypsum boards with a thickness of 80 mm, with a lime-based binder. Communication between levels is provided by stairs made of steel elements with a rigid rolled profile. The floors above the basement and ground floor are composed of prefabricated reinforced concrete slabs with openings, placed on the structural walls, with small sections made of monolithic reinforced concrete. The slabs are placed on the transverse structural walls (reinforced concrete beams). The attic floor above the upper floor is composed of prefabricated reinforced concrete slabs with ribs, placed on the structural walls, with small sections made of monolithic reinforced concrete. The slabs are placed on the longitudinal structural walls, see Technical Expertise Report (Annex c)). The roof is of the overlay type with the attic floor, with a covering made of bituminous roll materials. The drainage of rainwater from the roof is organized.

#### **D. Design requirements:**

The content of the technical design documentation shall be set up in correspondence with national building codes: NCM A.07.02-2012. The developed design documentation will correspond to phase Execution Project – Detailed design documentation (Proiect de execuție). The selected Contractor will render its services for the development of clear and complete designs including, but not limited to, the following:

**1. Statement of Works (SOW)** (Memorial explicativ detailat) with narrative description of designed technological solutions, units of the main equipment, furniture and materials, specifications on how the capacity of technical engineering systems/utilities, etc. were estimated.

**2. Drawings:** Complete detailed construction drawings of all works and equipment in sufficient detail for tendering, contractual and construction purposes. All drawings shall be presented in electronic (Autocad and PDF) format and on appropriate paper support (at least 4 copies of all drawings). All drawings should be clear, sharp, and accurate. Symbols and abbreviations should be defined in a legend. Isometric drawings for the internal heating, ventilation systems will also be part of the design assignment.

**3. Bill of quantities (BOQ):** Will be developed in accordance with “Resource methodology” (Metoda de Resurse) provided by Moldovan building norms. Complete all items of work with adequate description for each item. The quantities for all work items should be based on actual take-off calculation and not based on estimates. All BOQs shall be presented in electronic and paper format and additionally in spreadsheet

format, preferably MS Excel. **Important:** The BoQs and cost estimates should be entirely presented (exclusively in Romanian and English), in the following formats: Form 2.

**4. Specifications:** Comprehensive and up to date technical specifications in accordance with current standards, best practices, for all works and equipment based on internationally accepted standards and sufficient for procurement, as well as installation and construction works.

**5. Documentation** of all design literature and design calculations for all civil, structural works, planning, connections to utilities, electrical, automation, heating, ventilation, and mechanical works.

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

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

**Important:** The cost estimates should be entirely presented (exclusively in Romanian and English), in the following formats: Form 7, Form 5 and Form 3. Please note that additionally Form 7 should be submitted in Excel.

**Important:** The documents, the Drawings and Specifications, shall be of sufficient detail to enable construction works to proceed without need for on-site instructions and selection of materials, construction assembly, layout or location of any element or feature. The designs should comply with the local legislation State Building Codes and Regulations, standards and specifications, local building regulations and shall also ensure:

- reliable and safe operation of recommended equipment, materials, and engineering systems.
- performance and requirements regarding water and electricity supply and other communications.
- optimal energy efficiency solutions of rehabilitated facilities and systems.
- cost efficiency in terms of construction, operation, and maintenance.
- compliance with actual standards.
- compliance with health and safety requirements.
- compliance with environmental protection requirements.

#### **E. Key tasks and expected outputs**

The contractor for design works will be responsible for carrying out all necessary activities for the delivery of the complete execution projects and project documentation for the **reconstruction of the Indoor Shooting Range of the Police Academy**, according to the deliverables and schedule established in Section I. Deliverables below.

The engineer on behalf of the Project, together with the representatives of the Beneficiary, will provide assistance to the Contractor regarding the scheduling and coordination of field visits.

The Contractor will properly coordinate the design and engineering process with the local planning authorities, the Project representatives, and the representatives of the Beneficiary.

The Contractor will obtain the approval and expertise of the project from all relevant authorities. All documents or acts necessary in addition to those attached are the responsibility of the designer.

All detailed project documentation will be subject to mandatory verification by licensed and authorized project verifiers in these fields. The payment for the verification falls under the responsibilities of the Contractor.

The Contractor assumes responsibility for making the necessary technical modifications and adjustments to the project documentation that arise during the verification or construction process. These modifications and adjustments will be made within 5 working days from the official request made by the Project engineer. The company will also establish the method for addressing defects that occur during execution, due to the designer's fault, as well as monitoring the implementation of the adopted solutions on-site, after their approval by certified project verification specialists, at the investor's request.

The company will determine, through the project, the key phases and will participate on-site in quality checks related to these phases.

The Contractor will also provide author supervision during the execution of the works. Thus, the author supervision (technical assistance) will begin after the signing of the execution contract and will continue throughout the entire duration of the works. The Author Supervision service provided by the contracted design company during the execution of the works consists of the following activities:

- To participate whenever requested by the beneficiary or the general contractor on-site, for the issuance of technical solutions, clarifications, or explanations related to the application of the project in accordance with the on-site situation;
- Respond to requests from the beneficiary regarding additional details or supplements, site instructions, etc., as quickly as possible. The site instructions issued will be numbered and filed, and when they lead to changes in terms of cost or execution deadlines, they will be accompanied by justifications.

The contracted design company will respond (without additional costs) to clarification requests made throughout the entire duration of the construction works.

Upon completion of the construction-assembly works, the Contractor will participate in the activities of the Reception Commission at the completion of the works and the Final Reception Commission, will issue a certificate confirming the conformity of the works with the provisions of the execution project, and will participate in the preparation of the technical book of the construction and the acceptance of the executed works.

In conclusion, the selected Contractor will provide its services for the development of clear and complete project documentation, including, but not limited to, the following:

1. General Explanatory Memo;
2. OLC - Organization of construction works;
3. SA - Architectural solutions;
4. C - Constructive solutions, Interior design (2D or 3D sketches);
5. TP - Technology;
6. IVC - Heating and ventilation, air conditioning;
7. EEF/IEI - Electric power equipment/ Interior lighting + electricity supply;

8. SPA - Automatic security signaling;
9. SI - Fire signaling;
10. TS - Telephone and IT communications;
11. Expense estimates - for all sections (F1, F3, F5, F7). Form 1 to be presented in Romanian and English in Excel format;
12. Other approvals and final coordination required according to current regulations;
13. Verification of project documentation and estimates. **Important:** The verification report will be presented as a consolidated one.

## **F. Main requirements and technical specifications**

### ***F1. Standards and Regulations***

**Applicable standards:** Relevant European directives and standards for safety and the construction of shooting ranges, including ballistic and sound protection standards (e.g., EN 15331:2011 for maintenance and renovation works, and EN 15269 for ballistic protection).

**Ballistic safety:** In accordance with the ballistic protection standards EN 1522 (for protection against firearms).

### ***F2. Requirements for reconstruction solutions:***

#### ***F2.1. Walls***

**Material:** Certified ballistic steel plates (at least FB6 class according to EN 1522 standard), coated with noise-resistant materials. Informative reference:

<https://www.rosehillsecurity.com/security-products/ballistic-solutions/>

<https://www.architecturalarmour.com/security-products/bullet-boards/armoured-steel>

**Sound insulation:** Acoustic panels (e.g., polyurethane foam or melamine foam) to reduce noise levels below the limits accepted by EN ISO 11690-1 standards.

**Interior finishes:** Fire-resistant and anti-ricochet plates (e.g., ballistic rubber linings or Kevlar plates) to prevent bullet ricochet and ensure user safety.

#### ***F2.2. Ceiling***

**Material:** Sound-absorbing and fire-resistant panels (e.g., fiber-reinforced gypsum boards or mineral wool panels).

**Ballistic safety:** Installation of protective metal plates (minimum FB6) for protection against accidental impacts.

#### ***F2.3. Flooring***

**Material:** Reinforced concrete with a top layer of ballistic rubber or other anti-ricochet materials to ensure bullet impact absorption and reduce the risk of ricochet.

**Durability:** Wear-resistant and chemical-resistant layer with anti-slip properties. Informative reference:

<https://www.rangerenovation.com/walls-floors-ceilings-structural-considerations-for-indoor-shooting-range>

#### ***F2.4. Ventilation and Air Control***

**Ventilation system:** In accordance with the EN 12464-1 standard for shooting range ventilation, the installation of a forced ventilation system is required to ensure a constant airflow to remove gases and particles generated by bullets.

**Air exchange:** The system must ensure an air exchange rate of at least 0.3 - 0.5 exchanges per minute, in accordance with European standards, to prevent the accumulation of toxic gases.

**Material:** Ventilation ducts made of fire-resistant materials (minimum class A2 according to EN 13501-1). Informative reference:

<https://www.architecturalarmour.com/security-products/bullet-boards/blast-vents>

#### ***F2.5. Lighting***

**Type:** LED lighting with a neutral white spectrum (4,000-4,500K), in accordance with EN 12464-1 standards for workplace lighting.

**Intensity:** Minimum 500 lux on the shooting surface and 300 lux in the rest of the room.

**Control system:** The lighting must be controllable via a central panel, with options to adjust the light intensity.

#### ***F2.6. Monitoring and Safety System***

**CCTV system:** Installation of a high-resolution video surveillance system with 24/7 recording and long-term storage.

**Emergency alarms:** Panic buttons at the entrance and shooting areas, connected to a centralized alarm system.

**Secure doors:** Bulletproof doors according to EN 1523 standard at all access points.

#### ***F2.7. Special Zones***

##### ***F2.7.1. Target area***

**Material:** Automated targets with electric control, made from metal plates or materials that can absorb bullet impacts without ricocheting. Informative reference:

<https://www.htx.gov.sg/whats-happening/all-news---events/all-news/2020/featured-news--marksmen-in-the-making-with-smart-training-technology>

**Mechanism:** Automated target transport system with adjustable distances between 10 and 25 meters. Informative reference:

<https://www.intarso.com/en/tcr40-target-sports-shooting>

<https://www.intarso.com/en/target-retrieval-systems>

**F2.7.2. Shooting area**

**Protective barriers:** Installation of protective screens between each shooting station, made from ricochet-resistant materials. Informative reference:

<https://www.ballisticrubberrange.com/photo-gallery-Container-Shooting-Range.html>

**F2.8. Sound insulation**

**Sound-absorbing system:** The walls, ceiling, and floor must be insulated with sound-absorbing materials (e.g., mineral wool panels or polyurethane panels) to reduce impact noise and reverberations. The acoustic standards should comply with EN 12354 for reducing noise to an acceptable level. Informative reference:

<https://www.range-systems.com/ballistic-acoustic/>

**G. Specific requirements to Detailed Technical Design**

The technical specifications of the specialized equipment of the shooting range will be offered upon the signing of contract.

**H. Terms for the development of the project documentation:**

The Contractor shall carry out all investigations and present the complete execution project documentation, including all written and drawn components, technical specifications, and verified lists of works, in accordance with the procedures established by the normative construction documents within a maximum of 75 calendar days from the signing of the contract.

**I. Deliverables:**

The Contractor shall submit the project documentation „**Reconstruction of the Indoor Shooting Range of the „Stefan cel Mare” Academy of the Ministry of Internal Affairs**” in accordance with the following deliverables and established schedule:

Item No.	Description/Specification of Services:	Delivery Timeframe
1.	The development of the preliminary project by presenting a project sketch in 2D and/or 3D coordinated with the beneficiary.	15 calendar days from the date of contract signing
2.	Development of the final detailed technical designs: drawings for capital reconstruction of the indoor shooting range of the MIA’s Police Academy (located at basement level), including architectural solutions, environment protection, structural designs and interior engineering nets: heat, ventilation, power supply and electrical lighting networks, electrical ground connection system, anti-fire warning system, telephone and IT communicationslow voltage nets, video-security system, electrical ground connection system.	35 calendar days from the date of contract signing

3.	Detailed design of Organization of the Construction site chapter	40 calendar days from the date of contract signing
4.	Preparation of the bill of quantities (in English and Romanian) and preliminary cost estimates.	60 calendar days from the date of contract signing
5.	Final approval and verification of the designs by independent, authorized by the state experts. Endorsement of the design documentation from state appropriate services.	75 calendar days from the date of contract signing
6.	Technical Design Author's Supervision during the implementation of the construction works.	During the implementation of construction works, tentatively until April 2026
7.	Attending the initial and final commissioning committees.	N/A
8.	Assisting the beneficiary in obtaining the construction permits.	N/A

**NOTES:**

- All the deliverables shall be presented in Romanian/English language;
- After approving the preliminary design drawings, the appointed company will be responsible to develop, the design theme (methodology, processes, materials, equipment and stages of project and intervention) and to coordinate it with the UNDP Project and the final beneficiary;
- All the design documentation and technical specifications will be presented in hardcopies (4 copies) and in electronic format – scanned from the printed-out copies with signatures and endorsements on a flash-drive;
- Drawings must be submitted in Autocad and PDF formats in scale. Each set of drawings on each sub-compartment should be on a separate pdf.

**J. Institutional Arrangements**

The Contractor will be awarded a contract with UNDP and will work under the guidance of the Project Engineer and supervised by the Project Manager. The Contractor will be responsible for establishing and maintaining good working relationships with relevant authorities, as well as for arranging all necessary transportation and logistics arrangements for implementation of contract.

**K. Financial/other Arrangements**

Even though the contract will be signed in US\$ currency, payments will be made in Moldovan Leu based on UN Operational Rate of Exchange valid on the date of money transfer: <https://treasury.un.org/operationalrates/OperationalRates.php> .

Pricing and payments will be against the accepted outputs and not the costs associated with these outputs. Lack of understanding and knowledge will not be considered as waiving the objectives. The Contractor will bear the responsibility for its own logistics and shall arrange their travel to and from the site, to and from the meetings/presentations.

**If the Contractor is breaching maximum delivery period not to exceed 75 after Contract signature, liquidated damages will be applied as follows: 0.3% per day of delay up to a maximum of 10% of the Contract value, after which UNDP may terminate the contract.**

#### **L. Qualifications of the Successful Service Provider**

The offers will be evaluated based on their compliance with the general requirements specified below:

- Legal entity with minimum 5 years of proven experience in technical design of social infrastructure objects.
- Experience in development of minimum three (3) similar contracts related to design services for rehabilitation/reconstruction of social public buildings (min surface 500 m<sup>2</sup>), including engineering systems (heating, ventilation, air-conditioning, electricity, low voltage, video security, anti-fire warning, internet, water/sewerage etc.), undertaken in the past 5 (five) years.
- Proven technical and human resources for successful implementation of the assignment.

Minimal presence of the implementation team with valid technical certificates as designers, issued by the national regulation authority in construction of Republic of Moldova consisting of:

- a. 1 (one) Task Manager- attested as Architect.
- b. 1 (one) Attested structural design specialist.

The proposed key personnel shall have experience in design development services. The CVs shall contain proof of coherent experience to the position sought.

- Maximum delivery period not to exceed 75 calendar days upon signature of contract.
- In case of consortiums, all criteria listed below shall apply towards the Lead Member.

#### **M. Regulatory Framework**

When drawing up the technical project documentation and the cost estimates, the following Construction Regulations in force will be considered:

- CUC 434/2023; Urban Planning and Construction Code;
- NCM C.01.12:2018 Buildings and public constructions;
- NCM A.07.02-2012 Procedure for development, endorsement and approval and the framework content of design documentation for constructions;
- NCM C.01.06-2014 Designing buildings & constructions considering accessibility for people with Disabilities;
- NCM E.03.02-2014 Protection against fires in buildings and installations;
- NCM E 03.03:2018 Fire safety. Signaling and fire warning installations;
- NCM E.03.01-2005 Fire protection of buildings and installations. Terminology;
- NCM E.04.04-2016 Protection against environmental actions design of construction anticorrosive protection;
- NCM A.07.06:2016 The composition and content of the "Environmental Protection" chapter in the project documentation;

- NCM B.01.06:2019 Norms regarding the framework composition of the "Environmental protection" compartment within urban plans";
- NCM M.01.01:2016 Energy performance of buildings;
- NCM M.01.02:2016 Energy performance of buildings, Methodology for calculating energy performance of buildings;
- NCM M.01.03:2016 Energy efficiency of social-cultural buildings;
- NCM E.04.01:2017 Protection against environmental actions. Thermal protection of buildings;
- NCM A.07.02:2012 The procedure for drawing up, approval, approval and the framework content of the project documentation for constructions;
- NCM G.01.02:2015 Design and installation of electrical installations in residential and social buildings;
- NCM G.01.03:2016 Electrical installations. Electrotechnical devices;
- NCM C.04.02:2017 Natural and artificial lighting;
- NCM B.01.05:2019 Urbanism. Systematization and arrangement of urban and rural localities;
- NCM G.03.03:2015 Internal installations for water supply and sewerage;
- NCM L.02.06:2012 Estimate norms for the execution of construction-assembly works in cold weather;
- NCM E.02.02:2016 Reliability of building elements and foundation lands. Basic principles;
- NCM E.03.05:2004 Automatic fire extinguishing and signaling installations. Norms for design;
- NCM-G.03.02:2015 External sewage networks and installations;
- NCM G.04.10:2015; NCM G.04.10:2015/A1:2019 Thermal power plants;
- NCM G.04.07:2014 Thermal networks. Thermal, ventilation and air conditioning installations;
- NCM G.04.05:2016 Heating, ventilation and air conditioning installations. Autonomous sources for heat supply;
- NCM G.02.01:2017 Electrical, automation, signaling and telecommunications installations. Electronic communication networks (systems), automation and signaling installations for buildings and constructions. Basic provisions for design and installation;
- NCM A.07.03:2002 Regulation on design author's monitoring of the site under construction;
- Other normative acts in force on the territory of the Republic of Moldova.

Also, when drawing up the technical project documentation and the cost estimate, the following Practice Codes in construction in force will be considered:

- CP C.01.11:2018 Public buildings and constructions, accessible for people with disabilities. Design rules;
- CP C.04.04:2012 Design of safety lighting systems in buildings and constructions;
- CP C.01.09:2017 Flat, open buildings for physical culture and sports;
- CP L.01.01:2012 Instructions regarding the preparation of estimates for construction-assembly works by the resource method;
- CP L.01.02:2012 Instructions for determining estimate expenses for payroll in construction;
- CP L.01.03:2012 Instructions regarding the calculation of overhead expenses when determining the value of the objectives;

- CP L.01.04-2012 Instructions regarding the determination of estimate expenses for the operation of construction machinery;
- CP L.01.05-2012 Instructions regarding the determination of the value of the estimate benefit when forming construction production prices;
- CP L.01.13:2015 Methodical guidance on monitoring and calculating average prices of construction materials;
- CP-E.04.05-2017 Protection against environmental actions, Designing thermal protection of buildings;
- CP-G.04.01-2002 Energy certificate of the building;
- CP-M.01.01-2016 Energy efficiency of residential buildings, Energy audit of buildings;
- CP E 01.04:2019 Evaluation of the level of anti-seismic protection of existing buildings;
- CP E 03.01:2019 Fire safety Ensuring the fire resistance of buildings;
- CP E 03.02.2018 Fire safety. The methodology of the development of the project compartment. "Measures to ensure fire safety and to carry out technical expertise (fire safety audit) of the protected object";
- CP G.04.11:2013 Heating, ventilation and air conditioning installations. "Methodology for calculating heat losses, unrecorded volume of hot water, hot water losses in communal domestic hot water supply systems" "Part 1 "Calculation of losses and unrecorded volume of hot water in communal domestic hot water supply systems domestic hot water»;
- CP C.04.08-2015 Blocks of PVC windows and doors;
- CPL01.01-2012 Instructions for concluding the estimates for construction-assembly works based on resource method.

#### **N. Anexe**

- Annex a) Urban Planning Certificate no. CU-0004011 dated 12.11.2024
- Annex b) Feasibility Study "Modernization of The Shooting Range for The Ministry of Internal Affairs Academy 'Stefan cel Mare' of the Republic of Moldova" – 2023;
- Annex c) Expertise Report of the existing construction No. 0914-12/ET-2021 carried out by the technical expert Axenti Tudor in 2021;
- Annex d) Excerpt from the cadastral file for no. 010021324104;
- Annex e) Basement level construction plan including connection points to electricity.

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