

EXPERIENȚĂ SIMILARĂ

1. Denumirea și obiectul contractului: "Dezvoltarea Proiectelor și Instalării Sistemelor Fotovoltaice conform LOTURILE de mai jos:

- LOT 1 – Elaborare Proiectări și Instalare Sistem Fotovoltaic de 200 kW capacitate maximă pe acoperiș pentru Spitalul Raional Florești
- LOT 2 – Dezvoltarea Proiectelor și Instalării unui Sistem Fotovoltaic de 60 kW capacitate pe acoperiș pentru Dispensarul Republican de Narcologie și 140 kW capacitate pe acoperiș pentru Spitalul Raional Nisporeni
- LOT 3 – Elaborarea Proiectelor și Instalării unui Sistem Fotovoltaic de 100 kW capacitate maximă pe acoperiș pentru Spitalul Raional Cahul și 100 kW capacitate pe acoperiș pentru Spitalul Raional Stefan Voda
- LOT 4 – Elaborarea Rapoartelor de expertiză tehnică și Proiectări și Instalare a 22 de Sisteme Fotovoltaice cu o capacitate totală (cumulativă) de 95 kW"

2. Numărul și data contractului: Nr. 10030687 din 12.04.2023

3. Denumirea/numele beneficiarului: UNDP Moldova

4. Adresa beneficiarului: or. Ialoveni, str. Alexandru cel Bun 33

5. Țara Republica Moldova

6. Calitatea în care a participat la îndeplinirea contractului Antreprenor general

(se notează opțiunea corespunzătoare)

7. Valoarea contractului exprimată în moneda exprimată
 în care s-a în echivalent
 încheiat contractul dolari SUA

a) inițială(la data semnării contractului) 11 278 060,45 lei 635 147,52 USD

b) finală(la data finalizării contractului) 11 278 060,45 lei 635 147,52 USD

8. Dacă au fost litigii privind îndeplinirea contractului, natura acestora și modul lor de soluționare: nu au fost

9. Perioada de executare a lucrării (luni)

a) contractată 6 luni

b) efectiv realizată 6 luni

c) motivul de decalare a termenului contractat (dacă este cazul), care va fi susținut pe bază de acte adiționale încheiate cu beneficiarul nu e cazul

10. Numărul și data procesului-verbal de recepție la terminarea lucrărilor Nr. 1/02568 din 16.11.2023; Nr. 2/02568 din 14.12.2023; Nr. 3a/02568 din 14.12.2023; Nr. 3b/02568 din 14.12.2023; Nr. 4a/02568 din 15.01.2024; Nr. 4b/02568 din 15.01.2024;

11. Principalele remedieri și completări înscrise în procesul-verbal de recepție nu sunt

12. Alte aspecte relevante prin care ofertantul își susține experiența similară, cu referire în mod special la suprafețe sau volume fizice ale principalelor capacități și categorii de lucrări prevăzute în contracte nu sunt.

Data completării: 05.08.2024

Semnat: _____

Nume/prenume: Mereacre Andrei

Funcția în cadrul firmei: Director

Denumirea firmei: AM-Sisteme SRL

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**UNITED NATIONS DEVELOPMENT
PROGRAMME**



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

1. Country Where Goods Will be Delivered and/or Services Will be Provided: Republic of Moldova	
2. This Contract is a result of UNDP: Number and Date:	
3. Contract Reference (e.g. Contract Award Number): 10030687	
4. Long Term Agreement? No	
5. Subject Matter of the Contract: Goods and Services	
6. Summary Description of Goods and/or Services: Development of Designs and Installation of Photovoltaic Systems as per LOTs below: <ul style="list-style-type: none"> • LOT 1 – Development of Designs and Installation of a Photovoltaic System of 200 kW maximum capacity on roof for Floresti Rayonal Hospital • LOT 2 – Development of Designs and Installation of a Photovoltaic System of 60 kW capacity on roof for Republican Dispensary of Narcology and 140 kW capacity on roof for Nisporeni Rayonal Hospital • LOT 3 – Development of Designs and Installation of a Photovoltaic System of 100 kW maximum capacity on roof for Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital • LOT 4 –Development of the Technical expertise reports and Designs and Installation of 22 Photovoltaic Systems with total capacity (cumulative) of 95 kW 	
7. Contract Starting Date: 12/04/2023	8. Contract Ending Date: 23/08/2023
9. Total Contract Amount: 635,147.52 US Dollar 9a. Advance Payment: Not applicable	
10. Total Value of Goods and/or Services: Equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: Fixed Price	
12. Contractor's Name: (R) AM SISTEME SRL Address: 1A Stefan cel Mare str. STRASENI REPUBLIC OF MOLDOVA Country of incorporation: Republic of Moldova Email: info@term.md Website:	
13. Contractor's Contact Person's Name: Andrei Mereacre Title: Address: 1A Stefan cel Mare str. STRASENI REPUBLIC OF MOLDOVA Telephone number: Mobile: Email: andrei.mereacre@term.md	

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**14. UNDP Contact Person**

Name: Inga PODOROGHIN

Address: , , , ,

Email: inga.podoroghin@undp.org

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

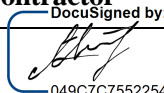
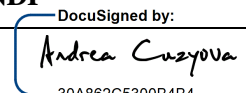
1. This face sheet ("Face Sheet").
2. UNDP Terms and Conditions
3. Payment Schedules
4. Attached document(s) included in this contract and listed below:

Attachments			
Type	File Name or URL	Title	Description
File	Annex 1. Schedule of Requirements and Payments.pdf	Annex 1. Schedule of Requireme	

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 force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

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:	 <small>DocuSigned by: 049C7C755225442...</small>	Signature:	 <small>DocuSigned by: 30A862C5300B4B4...</small>
Name:	Andrei Mereacre	Name:	Andrea Cuzyova
Title:	Director	Title:	Resident Representative a.i.
Date:	12-Apr-2023	Date:	12-Apr-2023

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Payment Schedules

Deliverable	Due Date	Amount [USD]
1:1 Development of Designs for Photovoltaic System of 200 kW maximum capacity on roof for Floresti Rayonal Hospital	15/05/2023	3,000.00
2:1 Installation works of Photovoltaic System of 200 kW maximum capacity on roof of Floresti Rayonal Hospital	23/08/2023	161,640.00
3:1 Development of Designs for Photovoltaic System of 60 kW capacity on roof for Republican Dispensary of Narcology and 140 kW capacity on roof for Nisporeni Rayonal Hospital	15/05/2023	3,000.00
4:1 Installation works of Photovoltaic System of 60 kW capacity on roof for Republican Dispensary of Narcology and 140 kW capacity on roof for Nisporeni Rayonal Hospital	23/08/2023	162,712.52
5:1 Development of Designs for Photovoltaic System of 100 kW maximum capacity on roof for Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital	15/05/2023	4,200.00
6:1 Installation works of Photovoltaic System of 100 kW maximum capacity on roof of Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital	23/08/2023	173,205.00
7:1 Development of Designs of 22 Photovoltaic Systems with total capacity of 95 kW (unit capacity between 3 and 5 kW according to table 1)	15/05/2023	14,300.00
8:1 Installation works of 22 Photovoltaic Systems with total capacity of 95 kW (unit capacity between 3 and 5 kW according to table 1)	23/08/2023	113,090.00

Annex 2
GENERAL TERMS AND CONDITIONS
FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

- 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:

- 2.1** The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the "Goods") and/or 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 also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.
- 2.2** To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of

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conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

- 2.3** 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 quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.
- 2.4** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.
- 3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

 - 3.1** UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.
 - 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 the retainer and order Goods and/or Services from the Contractor hereunder.
 - 3.3** The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and 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 Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.
 - 3.5** In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.
 - 3.6** The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.
 - 3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.
- 4. PRICE AND PAYMENT:**

 - 4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face

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Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a 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 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 delivery of the Goods and/or 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 delivery of the Goods and/or 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 delivery of the Goods and/or the provision of the Services.
- 4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or 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.
- 4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or 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

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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 delivery of the Goods and/or 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 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment 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 by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this 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 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

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- 8. RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:
- 8.1** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.
- 8.2** The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- 8.3** Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
- 8.4** At the option of and in the sole discretion of UNDP:
- 8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;
- 8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,
- 8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.
- 8.5** Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
- 8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
- 8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.
- 8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

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- 8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.
- 8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 8.6** Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 8.7** The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:
- 8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;
- 8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.
- 8.8** Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.
- 8.9** All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

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8.10 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.

8.11 UNDP reserves the right to verify whether 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 in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and

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obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

- 11. PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the

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Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

- 11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
- 11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;
- 11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
- 11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- 11.5.5 The Goods are new and unused;
- 11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;
- 11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,
- 11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise

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agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or

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hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of

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the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's 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 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the

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Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such

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insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied 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: Title to any 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 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

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

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill 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.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party 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*,

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.

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- 18.3** The Contractor may disclose Information *to the extent* required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give 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.
- 18.4** 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.
- 18.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 18.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 19.1** 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 or cause 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 interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 19.2** 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 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 19.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature,

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any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. 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.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time 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.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

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20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any

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purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

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

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

23.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

- 24. PRIVILEGES AND IMMUNITIES:** 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 its subsidiary organs.

25. TAX EXEMPTION:

25.1 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 subsidiary

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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.

25.2 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.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 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 of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 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 of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include,

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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 inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 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 Goods and/or Services which are the subject of this 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.

28. LIMITATION ON ACTIONS:

28.1 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 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 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.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 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.

30. SOURCE OF INSTRUCTIONS: 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 required by UNDP. The Contractor shall not take any action in respect of the performance

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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.

- 31. STANDARDS OF CONDUCT:** 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. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

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

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

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 or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. 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 of this Contract.

- 32. OBSERVANCE OF THE LAW:** 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.
- 33. CHILD LABOR:** 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,

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spiritual, moral, or social development.

- 34. MINES:** 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.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable 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.

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

- 36. ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.



ANNEX 1

*to the Contract Between the United Nations Development Programme and
AM SISTEME SRL*

Schedule of Requirements and Schedule of Payments

Development of Designs and installation of Photovoltaic Systems within the “Addressing the impacts of the energy crisis in the Republic of Moldova: Initiating solutions toward energy security and energy poverty” Programme

I. Scope of the assignment

The initiative aims to help the beneficiary medical institutions and households to reduce their bills on electricity by applying the net metering mechanism. The intervention will consist in installation of the photovoltaic systems of about 200 kW power each for three medical institutions and photovoltaic systems for 22 households. Installation of photovoltaic systems according to the net metering scheme will allow the beneficiary medical institutions to save significant amount of energy and ensure a higher level of security. The saved money will be possible to be used for improving the quality of provided health services. In case of households the reduction of energy bills will improve their quality of life.

II. Objective of the assignment

The overall objective of the assignment is to provide professional services for developing, endorsing, submission and installation of photovoltaics systems. The assignment will be carried out in 2 phases:

Phase 1 – Elaboration of the **Photovoltaic System Designs** for the proposed projects (*Table 1.*). During elaboration of the designs should be taken in to account the following criteria's:

- Full designs of the solar PV system according to applicable local and international standards. The plant has to be also aesthetically pleasing;
- Perform necessary analysis and estimate annual power generation;
- Supply of PV modules, inverter(s), mounting structure, cabling, mounting hardware, grid connection works. PV modules must meet the **Tier-1 standard**.
- All installations shall be designed and installed to facilitate inspection, cleaning and maintenance and to ensure continued operation under conditions prevailing at the roof.
- Submission of preliminary and final as built design documentation, including the string design and wiring.
- Obtaining the necessary permissions, connections from the competent institutions in the specific field (Energy Premier, FEE-Nord, ANRE etc.).
- All designs must be agreed with Beneficiary/Donor prior to commencement of the installation works. Notwithstanding this agreement, the contractor shall be responsible for all design works and ensuring

that all installations function correctly in accordance with these designs. The design has to consider also all provisions on safety measures for working at elevated locations.

- In case of LOT 4 the bidders will take the responsibility for development of the Technical expertise reports in order to identify the most appropriate solution for mounting the PV systems.

Phase 2 – Based on approved designs for the proposed projects (*Table 1*), contractor will proceed with installation works, take in to account the following criteria's:

- The contractor shall provide details of the manufacturer and the technical specifications for each item of equipment included in the design and quotation. This shall include details for all components/ parts of each installation; panels, inverter, combiner box, including material to be used in the mounting structure. Please provide only one manufacturer/supplier for each item of equipment.
- The contractor shall be responsible for any systems that do not function correctly as a result of improper design and/or improper workmanship. The contractor shall also clearly specify the warranty of the system and where appropriate specific warranties for the main equipment.
- Installation and commissioning of Solar PV system. The Contractor shall include for all associated civil and construction works necessary for the complete installation of all equipment. Pricing, designs and specifications for these works shall also be fully detailed in the quotation.

Photovoltaic Design Requirements

Basic Principles to Follow when Designing a Quality PV System:

- Ensure the roof area or other installation site is capable of handling the desired system size.
- Specify sunlight and weather resistant materials for all outdoor equipment.
- Locate the array to minimize shading from foliage, vent pipes, and adjacent structures.
- Design the system in compliance with all applicable building and electrical codes.
- Design the system with a minimum of electrical losses due to wiring, fuses, switches, and inverters.
- Ensure the design meets local utility interconnection requirements.

Photovoltaic Installation Requirements

The following is a list of general requirements to help the contractor and installer choose the right materials, equipment, and installation methods that will help ensure that the system will provide many years of reliable service these recommendations can be used to evaluate pre-engineered system designs and compare system features from one supplier to another.

➤ Materials requirements:

- Materials used outdoors should be sunlight/UV resistant
- Urethane sealants should be used for all non-flashed roof penetrations.
- Materials should be designed to withstand the temperatures to which they are exposed.
- Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.
- Aluminum should not be placed in direct contact with concrete materials.
- Only high-quality fasteners should be used (stainless steel is preferred).
- Structural members should be either:
 - a. corrosion resistant aluminum, hot dip galvanized steel
 - b. stainless steel (particularly for hot and rainy environments)

➤ Equipment requirements and installation methods:

- All electrical equipment should be listed for the voltage and current ratings necessary for the application.

- All electrical equipment must be accompanied by the declarations/certificates of conformity from the manufacturer which proves the required technical characteristics and compliance with the CE standards in force.
- PV modules should be listed based on **Tier-1** standard and warranted for a minimum of 15 years.
- Inverters should be warranted for a minimum of 5 years.
- Inverters must meet the requirements of the standard EN 61547 / EN 61000-4-2, -3, -4, -5, -6, -8, -11; EN 55015: 2014 Electromagnetic compatibility.
- All exposed cables or conduits should be sunlight resistant.
- All required overcurrent protection should be included in the system and should be accessible for maintenance.
- All electrical terminations should be fully tightened, secured, and strain relieved as appropriate.
- All mounting equipment should be installed according to manufacturers' specifications
- All roof penetrations should be sealed with an acceptable sealing method that does not adversely impact the roof warranty (*not recommended to be penetrated*)
- All cables, conduit, exposed conductors and electrical boxes should be secured and supported according to code requirements.
- PV Array should be free of shade between 9:00 a.m. and 4:30 p.m. This requirement includes even small obstructions such as vent pipes and chimneys. A small amount of shade can have a disproportionately high impact on system performance.
- For all works a 5-year warranty must be provided. During the warranty period maintenance works must be performed at least twice per year as agreed with final beneficiary.

The products/metallic structure/equipment's to be used for Photovoltaic Installation, supplied by the producer, must be accompanied by a Quality Certificate and Certificates of Conformity, which must be submitted to the Project Manager and Engineer.

Potential bidder needs to carry out a site visit for the verification of required details and assessment of installation methods and structural rigidity (to avoid over stressed areas) of roof or slab for the PV panels. It is also required to check the spacing for electrical connections, metering, and monitoring equipment's.

III. Expected Deliverables and Schedule of Payments

The Contractor is expected to complete all works (designs + installations) and submit full designs, in maximum 14 days and complete installations works in 3 or 4 months (*for all buildings simultaneous*) for all buildings since the date of contract signature.

In full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a total contract price of **635,147.52 USD (six hundred and thirty-five thousand one hundred and forty-seven US Dollars, 52 cents)**, VAT excluded.

The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

UNDP shall effect payments to the Contractor in the amounts and pursuant to this Schedule of Payments, upon completion by the Contractor of the corresponding phase and related 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. The term "acceptance" shall not be equated with "mere receiving" of deliverable(s), but certification by UNDP that the deliverable(s) reflected in such invoice have been provided by the Contractor in accordance with the Contract.

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

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 delivery of the Goods and/or provision of the Services.

All payments shall be made by UNDP in Moldovan Leu (MDL) at the UN Operational Rate of Exchange (www.un.org/Depts/treasury/) on the day of payment.

The Schedule of Payments is presented below:

# Phase	# Deliverables	Timeframe	Payment schedule USD/%	
Lot 1				
Phase 1	Development of Designs for Photovoltaic System of 200 kW maximum capacity on roof for Floresti Rayonal Hospital	21 days since the date of contract signature	164,640.00 (25.92 %)	
Phase 2	Installation works of Photovoltaic System of 200 kW maximum capacity on roof of Floresti Rayonal Hospital	Maximum 3 months since the date of contract signature:		
Lot 2				
Phase 1	Development of Designs for Photovoltaic System of 60 kW capacity on roof for Republican Dispensary of Narcology and 140 kW capacity on roof for Nisporeni Rayonal Hospital	21 days since the date of contract signature	343,117.52 (54.02 %)	
Phase 2	Installation works of Photovoltaic System of 60 kW capacity on roof for Republican Dispensary of Narcology and 140 kW capacity on roof for Nisporeni Rayonal Hospital	Maximum 3 months since the date of contract signature:		
Lot 3				
Phase 1	Development of Designs for Photovoltaic System of 100 kW maximum capacity on roof for Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital	21 days since the date of contract signature		
Phase 2	Installation works of Photovoltaic System of 100 kW maximum capacity on roof of Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital	Maximum 3 months since the date of contract signature:		
Lot 4				
Phase 1	Development of the Technical expertise reports and Designs for 22 Photovoltaic Systems with total capacity of 95 kW	30 days since the date of contract signature	127,390.00 (20.06 %)	
Phase 2	Installation works of 22 Photovoltaic Systems with total capacity of 95 kW	Maximum 4 months since the date of contract signature:		
Total			100% 635,147.52 USD	

IV. List of beneficiaries and contact details:

Nr.	District	Locality	Name, Surname of contact person/beneficiary representative
Households beneficiary			
1.	Telenești	Crasnaseni	Șaptefrați Lilia 067319071
2.	Singerei	Ciuciueni	Volosenco Tatiana Andrei 062053110
3.	Florești	Gura Cainaruiui	Briceag Alina Ilie 069519095
4.	Rișcani	or. Rișcani	Șuşchevici Aliona Eugen 078302091
5.	Dondușeni	s. Briceni	Caldare Zalina Boris 069289083
6.	Soroca	Septelici	Cençașciuc Tatiana 069469960
7.	Rezina	Ignăței	Marian Nina 069 20 94 76
8.	Călărași	Hirova	Gițbu Stela 067211345
9.	Criuleni	or. Criuleni	Cojocari Dumitru 060615307
10.	Dubăsari	Oxentea	Sîrghi Maria 0685 83 209
11.	Orhei	Jeloboc	Golvei Cristina 079318677
12.	Chișinău	Sîngera	Lungu Dumitru 079776955
13.	Strășeni	Căpriană	Nistor Maria 069864027
14.	Ungheni	Petresti	Rotaru Maria 068 65 23 96
15.	Hîncești	Pervomaiscoe	Burlacu Tatiana Profire 069792288
16.	Anenii Noi	Speia	Pogreban Ana 069965286
17.	Stefan Vodă	Cioburciu	Sîrghi Zinaida 067391755
18.	Cimișlia	or. Cimișlia	Casian Tatiana 068764432
19.	Cantemir	Chioselia	Ciobanu Dumitru 078341518
20.	Ceadîr Lunga	or. Ceadîr Lunga	Lazareva Liudmila 076713378

21.	Taraclia	Hîrtop	Celac Victor Nicolae 061069205
22.	Vulcănești	Etulia	Ciolac Fedora Gheorghie 068591653
Medical institutions			
1.	Florești	IMSP Spitalul Raional Florești	Corolevschii Valeriu 069095058
2.	Chișinău	IMSP Dispensarul Republican de Narcologie	Tudor Vasiliev 068066599
3.	Nisporeni	IMSP Spitalul Raional Nisporeni	Ulinici Nadejda 078122398
4.	Cahul	IMSP Spitalul Raional Cahul	Rotaru Vasile 076700126, 029922448
5.	Ștefan Vodă	IMSP Spitalul Raional Ștefan Vodă	Balanețchi Anatolie 076702820

Language requirements

All communication and documentation, including catalogues, instructions and operating manuals, related to the assignment should be in Romanian, Russian or English. The designs and other related documents will be presented in both printed and electronic format.

Confidentiality:

- All data and information received from partners with the purpose of elaboration of design works for Photovoltaic Systems shall not be disclosed to any person other than the Authorized Recipients, even after completion of the contract.
- All Confidential Information should be kept secret and not used for any purpose other than for the clauses mentioned in this document.

Timeframe

The expected period of implementation is April 2023 – August 2023.

The applicant shall include information on the volume of allocated resources to carry out the assignment. A breakdown per man-days allocated for each deliverable shall be submitted, clearly explaining the role of team members involved.

V. Institutional Arrangement

The contractor will work under the guidance of the Project Manager. The contractor will report to the Project Manager UNDP Moldova.

Payments will be disbursed in several instalments, upon submission and approval of deliverables mentioned in the Section “Deliverables and tentative framework” and certification by UNDP Team Leader that the services have been satisfactorily performed.

VI. Delivery and other Related Requirements

Delivery date	Bidder shall deliver the goods as per below table:		
	# Phase	# Deliverables	Estimated timing
	Lot 1		
	Phase 1	Development of Designs for Photovoltaic System of 200 kW maximum capacity on roof for Floresti Rayonal Hospital	21 days since the date of contract signature
	Phase 2	Installation works of Photovoltaic System of 200 kW maximum capacity on roof of Floresti Rayonal Hospital	Maximum 3 months since the date of contract signature
	Lot 2		
	Phase 1	Development of Designs for Photovoltaic System of 60 kW capacity on roof for Republican Dispensary of Narcology and 140 kW capacity on roof for Nisporeni Rayonal Hospital	21 days since the date of contract signature
	Phase 2	Installation works of Photovoltaic System of 60 kW capacity on roof for Republican Dispensary of Narcology and 140 kW capacity on roof for Nisporeni Rayonal Hospital	Maximum 3 months since the date of contract signature:
	Lot 3		
	Phase 1	Development of Designs for Photovoltaic System of 100 kW maximum capacity on roof for Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital	21 days since the date of contract signature
	Phase 2	Installation works of Photovoltaic System of 100 kW maximum capacity on roof of Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital	Maximum 3 months since the date of contract signature:
	Lot 4		
	Phase 1	Development of the Technical expertise reports and Designs for 22 Photovoltaic Systems with total capacity of 95 kW	30 days since the date of contract signature
	Phase 2	Installation works of 22 Photovoltaic Systems with total capacity of 95 kW	Maximum 4 months since the date of contract signature:
Delivery place / terms (INCOTER MS 2020)	DDP Moldova (multiple locations)		
	As per each LOT beneficiary institutions' addresses:		
	#	The beneficiary institution	Location/Address
1	LOT 1 Floresti Rayonal Hospital	Ştefan cel Mare street, 77, Floresti city	
2	LOT 2	Petru Rareş street, 32, Chişinău city	

		Republican Dispensary of Narcology Nisporeni Rayonal Hospital	Toma Ciorba street, 5, Nisporeni city																																																																																																			
	3	LOT 3 Cahul Rayonal Hospital Stefan Voda Rayonal Hospital	Ștefan cel Mare street, 120, Cahul city N.Testemițeanu street, 1, Stefan Voda city																																																																																																			
	4	LOT 4 22 households from Moldova	<table border="1"> <thead> <tr> <th>No</th> <th>Rayon</th> <th>Location</th> <th>Estimated capacity of the PV system, kW</th> </tr> </thead> <tbody> <tr><td>1</td><td>Telenești</td><td>or.Telenești</td><td>5</td></tr> <tr><td>2</td><td>Singerei</td><td>s.Ciuciueni</td><td>3</td></tr> <tr><td>3</td><td>Florești</td><td>s.Gura Cainarului</td><td>5</td></tr> <tr><td>4</td><td>Rișcani</td><td>or. Rișcani</td><td>3.5</td></tr> <tr><td>5</td><td>Dondușeni</td><td>s.Briceni</td><td>3.5</td></tr> <tr><td>6</td><td>Soroca</td><td>or.Soroca</td><td>5</td></tr> <tr><td>7</td><td>Chișinău</td><td>Singera</td><td>4</td></tr> <tr><td>8</td><td>Călărași</td><td>Hirova</td><td>5</td></tr> <tr><td>9</td><td>Criuleni</td><td>Criuleni</td><td>4</td></tr> <tr><td>10</td><td>Dubăsari</td><td>Oxentea</td><td>3</td></tr> <tr><td>11</td><td>Orhei</td><td>Jeloboc</td><td>4</td></tr> <tr><td>12</td><td>Rezina</td><td>Ignăței</td><td>4</td></tr> <tr><td>13</td><td>Strășeni</td><td>Căpriană</td><td>4.5</td></tr> <tr><td>14</td><td>Ungheni</td><td>Condrătești</td><td>4.5</td></tr> <tr><td>15</td><td>Hîncești</td><td>Pervomaiscoe</td><td>5</td></tr> <tr><td>16</td><td>Anenii Noi</td><td>Speia</td><td>5</td></tr> <tr><td>17</td><td>Stefan Vodă</td><td>Cioburciu</td><td>3</td></tr> <tr><td>18</td><td>Cimișlia</td><td>Hîrtop</td><td>5</td></tr> <tr><td>19</td><td>Cantemir</td><td>Chioselia</td><td>4.5</td></tr> <tr><td>20</td><td>Ceadrî Lunga</td><td>Ceadrî Lunga</td><td>5</td></tr> <tr><td>21</td><td>Taraclia</td><td>Hîrtop</td><td>5</td></tr> <tr><td>22</td><td>Vulcănești</td><td>Etulia</td><td>4.5</td></tr> <tr> <td colspan="3" style="text-align: center;">Total</td> <td>95</td> </tr> </tbody> </table>				No	Rayon	Location	Estimated capacity of the PV system, kW	1	Telenești	or.Telenești	5	2	Singerei	s.Ciuciueni	3	3	Florești	s.Gura Cainarului	5	4	Rișcani	or. Rișcani	3.5	5	Dondușeni	s.Briceni	3.5	6	Soroca	or.Soroca	5	7	Chișinău	Singera	4	8	Călărași	Hirova	5	9	Criuleni	Criuleni	4	10	Dubăsari	Oxentea	3	11	Orhei	Jeloboc	4	12	Rezina	Ignăței	4	13	Strășeni	Căpriană	4.5	14	Ungheni	Condrătești	4.5	15	Hîncești	Pervomaiscoe	5	16	Anenii Noi	Speia	5	17	Stefan Vodă	Cioburciu	3	18	Cimișlia	Hîrtop	5	19	Cantemir	Chioselia	4.5	20	Ceadrî Lunga	Ceadrî Lunga	5	21	Taraclia	Hîrtop	5	22	Vulcănești	Etulia	4.5	Total			95
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Customs clearance (must be linked to INCOTER M)	Shall be done by: <input checked="" type="checkbox"/> Supplier/Bidder UNDP is available to provide support to the contractor with required documents necessary for customs clearance and VAT payment exemption, if needed.																																																																																																					
Packing requirements	N/A																																																																																																					
Mode of transport	Any																																																																																																					
Installation Requirements	As per Section 5: Schedule of Requirements																																																																																																					
Testing Requirements	Done by Contractor as per Section 5: Schedule of Requirements																																																																																																					
Scope of Training on Operation and	Done by Contractor as per Section 5: Schedule of Requirements Training is required at the premises of the beneficiary institutions. The trainings should be held during the workweek, after the delivery of the equipment to the addresses stated in this ITB. Training should be provided by the company's specialized staff.																																																																																																					

Maintenance	<p>Training will focus on the procedures for using the delivered equipment, the security techniques and the appropriate maintenance and operation procedures.</p> <p>Training should last one day for each beneficiary institution. The End User is responsible for organizing training premises.</p> <p>The Supplier should cover trainers fee, travel costs to and from Moldova (if Bidder is not local), accommodation costs (if any) during the training as well as the transportation costs from Chisinau to beneficiaries for trainer(s). UNDP will organize translation, if needed.</p>
Commissioning	Required
Warranty Period	<p>The supplier shall provide warranty as follows:</p> <ul style="list-style-type: none"> • Warranty for all equipment and panels of at least fifteen (15) years except the inverter where a minimum five (5) years warranty is applied. The warranty should include a scheduled maintenance, carried out once a year and unscheduled as necessary. • Written and signed statement of minimum five (5) years warranty for works. <p>After completion of installation works, the Contractor shall provide a warranty certificate or similar issued to the beneficiary institution.</p>
Local Service Support	<p>The Contractor must provide a list of at least one authorized representative located in Moldova.</p> <p>For the local/regional representative, the Contractor should indicate the web page, telephone, email address and headquarters.</p>
Technical Support Requirements	<p>The Selected Bidder shall provide the following online and offline methods of technical support:</p> <p>On-site support and/or online support including answering technical queries online (email and telephonic) when feasible and needed.</p> <p>Turnaround time for answering queries will be less than 3 days.</p> <p>In case on site support is needed it needs to be provided within 10 days from the moment of beneficiary's notification.</p>
After-sale services Requirements	<p><input checked="" type="checkbox"/> Availability of written and signed statement of full warranty for all equipment and panels of at least fifteen (15) years except the inverter where a minimum five (5) years warranty is applied. The warranty should include a scheduled maintenance, carried out once a year and unscheduled on the need.</p> <p><input checked="" type="checkbox"/> Availability of written and signed statement of minimum five (5) years warranty for works</p> <p><input checked="" type="checkbox"/> Availability of an authorized service center in Moldova</p> <p><input checked="" type="checkbox"/> Technical Support</p>
Payment Terms	100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Inspection upon arrival at destination</p> <p><input checked="" type="checkbox"/> Installation</p> <p><input checked="" type="checkbox"/> Testing</p> <p><input checked="" type="checkbox"/> Training on Operation and Maintenance</p> <p><input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements</p>
All documents, including catalogues, instructions and operating	<input checked="" type="checkbox"/> English; <input checked="" type="checkbox"/> Others: Russian, Romanian

manuals, shall be in this language	
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**UNITED NATIONS DEVELOPMENT
PROGRAMME**



NO TO BE USED

**Amendment to Contract for Goods and/or Services
Between United Nations Development Programme and (R) AM SISTEME SRL**

Contractor: (R) AM SISTEME SRL**Amendment to Contract Number:** 10030687**Amendment Number:** 1**Amended Amount:** +.00 US Dollar

WHEREAS (R) AM SISTEME SRL and United Nations Development Programme now wish to amend the said Contract.

NOW THEREFORE, the relevant Contract is hereby amended as follows:

Amendment Description:

The Contractor and UNDP now wish to amend the Contract in order to extend the Contract duration and amend the Schedule of Requirements to list a new beneficiary.

WHEREAS such Amendment will result in a no-cost extension leaving this amended Contract total 635,147.52 USD (six hundred thirty-five thousand one hundred forty-seven US Dollars).

NOW THEREFORE, the Parties agree:

1. The relevant Contract provisions indicated below are hereby modified as follows:

Article 8 of the Contract Ending Date is replaced partially, as follows:

„Contract Ending Date: 31 January 2024“

2. The Contract's Annex 1 – Schedule of Requirements and Schedule Payments is hereby revised and attached to the Contract in revised versions.

Amended Deliverable	Due Date	Net Amount Changed in US Dollar	Total Amount for Deliverable in US Dollar
Changed 2:1 Installation works of Photovoltaic System of 200 kW maximum capacity on roof of Floresti Rayonal Hospital	12-Oct-2023	+.00	161,640.00
Changed 4:1 Installation works of Photovoltaic System of 60 kW capacity on roof for Calarasi Rayonal Hospital and 140 kW capacity on roof for Nisporeni Rayonal Hospital	12-Oct-2023	+.00	162,712.52
Changed 6:1 Installation works of Photovoltaic System of 100 kW maximum capacity on roof of Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital	12-Oct-2023	+.00	173,205.00
Changed 8:1 Installation works of 22 Photovoltaic Systems with total capacity of 95 kW (unit capacity between 3 and 5 kW according to table 1)	12-Sep-2023	+.00	113,090.00

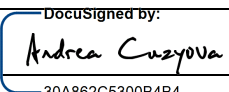
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**UNITED NATIONS DEVELOPMENT
PROGRAMME**



All other terms and conditions of the Contract, except as amended herein, shall remain unchanged and shall continue to be in effect.

IN WITNESS WHEREOF, (R) AM SISTEME SRL and United Nations Development Programme hetero have executed this Amendment to the Contract.

For the Contractor		For UNDP	
Signature:	<small>DocuSigned by:</small>  <small>30A862C5300B4B4...</small>	Signature:	
Name:	Andrea Cuzyova	Name:	
Title:	Deputy Resident Representative	Title:	
Date:	23-Aug-2023	Date:	

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Annex 2
GENERAL TERMS AND CONDITIONS
FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

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:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the "Goods") and/or 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 also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of

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conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

- 2.3** 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 quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.
- 2.4** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.
- 3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

 - 3.1** UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.
 - 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 the retainer and order Goods and/or Services from the Contractor hereunder.
 - 3.3** The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and 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 Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.
 - 3.5** In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.
 - 3.6** The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.
 - 3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.
- 4. PRICE AND PAYMENT:**

 - 4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face

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Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a 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 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 delivery of the Goods and/or 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 delivery of the Goods and/or 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 delivery of the Goods and/or the provision of the Services.
- 4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or 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.
- 4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or 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

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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 delivery of the Goods and/or 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 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment 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 by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this 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 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

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- 8. RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:
- 8.1** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.
- 8.2** The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- 8.3** Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
- 8.4** At the option of and in the sole discretion of UNDP:
- 8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;
- 8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,
- 8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.
- 8.5** Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
- 8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
- 8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.
- 8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

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- 8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.
- 8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 8.6** Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 8.7** The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:
- 8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;
- 8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.
- 8.8** Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.
- 8.9** All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

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8.10 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.

8.11 UNDP reserves the right to verify whether 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 in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and

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obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

- 11. PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the

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Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

- 11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
- 11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;
- 11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
- 11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- 11.5.5 The Goods are new and unused;
- 11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;
- 11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,
- 11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise

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agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or

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hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of

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the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's 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 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the

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Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such

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insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied 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: Title to any 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 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

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

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill 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.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party 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*,

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.

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- 18.3** The Contractor may disclose Information *to the extent* required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give 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.
- 18.4** 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.
- 18.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 18.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 19.1** 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 or cause 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 interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 19.2** 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 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 19.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature,

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any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. 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.

20. TERMINATION:

- 20.1** Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 20.2** UNDP may terminate the Contract at any time 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.
- 20.3** In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:
- 20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

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20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any

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purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

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

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

23.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

- 24. PRIVILEGES AND IMMUNITIES:** 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 its subsidiary organs.

25. TAX EXEMPTION:

25.1 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 subsidiary

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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.

25.2 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.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 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 of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 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 of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include,

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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 inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 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 Goods and/or Services which are the subject of this 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.

28. LIMITATION ON ACTIONS:

28.1 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 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 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.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 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.

30. SOURCE OF INSTRUCTIONS: 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 required by UNDP. The Contractor shall not take any action in respect of the performance

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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.

- 31. STANDARDS OF CONDUCT:** 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. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

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

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

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 or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. 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 of this Contract.

- 32. OBSERVANCE OF THE LAW:** 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.
- 33. CHILD LABOR:** 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,

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spiritual, moral, or social development.

- 34. MINES:** 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.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable 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.

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

- 36. ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

**REVISED ANNEX 1**

*to the Contract Between the United Nations Development Programme and
AM SISTEME SRL*

Schedule of Requirements and Schedule of Payments

Development of Designs and installation of Photovoltaic Systems within the “Addressing the impacts of the energy crisis in the Republic of Moldova: Initiating solutions toward energy security and energy poverty” Programme

I. Scope of the assignment

The initiative aims to help the beneficiary medical institutions and households to reduce their bills on electricity by applying the net metering mechanism. The intervention will consist in installation of the photovoltaic systems of about 200 kW power each for three medical institutions and photovoltaic systems for 22 households. Installation of photovoltaic systems according to the net metering scheme will allow the beneficiary medical institutions to save significant amount of energy and ensure a higher level of security. The saved money will be possible to be used for improving the quality of provided health services. In case of households the reduction of energy bills will improve their quality of life.

II. Objective of the assignment

The overall objective of the assignment is to provide professional services for developing, endorsing, submission and installation of photovoltaics systems. The assignment will be carried out in 2 phases:

Phase 1 – Elaboration of the **Photovoltaic System Designs** for the proposed projects (*Table 1.*). During elaboration of the designs should be taken in to account the following criteria’s:

- Full designs of the solar PV system according to applicable local and international standards. The plant has to be also aesthetically pleasing;
- Perform necessary analysis and estimate annual power generation;
- Supply of PV modules, inverter(s), mounting structure, cabling, mounting hardware, grid connection works. PV modules must meet the **Tier-1 standard**.
- All installations shall be designed and installed to facilitate inspection, cleaning and maintenance and to ensure continued operation under conditions prevailing at the roof.
- Submission of preliminary and final as built design documentation, including the string design and wiring.
- Obtaining the necessary permissions, connections from the competent institutions in the specific field (Energy Premier, FEE-Nord, ANRE etc.).
- All designs must be agreed with Beneficiary/Donor prior to commencement of the installation works. Notwithstanding this agreement, the contractor shall be responsible for all design works and ensuring

that all installations function correctly in accordance with these designs. The design has to consider also all provisions on safety measures for working at elevated locations.

- In case of LOT 4 the bidders will take the responsibility for development of the Technical expertise reports in order to identify the most appropriate solution for mounting the PV systems.

Phase 2 – Based on approved designs for the proposed projects (*Table 1*), contractor will proceed with installation works, take in to account the following criteria's:

- The contractor shall provide details of the manufacturer and the technical specifications for each item of equipment included in the design and quotation. This shall include details for all components/ parts of each installation; panels, inverter, combiner box, including material to be used in the mounting structure. Please provide only one manufacturer/supplier for each item of equipment.
- The contractor shall be responsible for any systems that do not function correctly as a result of improper design and/or improper workmanship. The contractor shall also clearly specify the warranty of the system and where appropriate specific warranties for the main equipment.
- Installation and commissioning of Solar PV system. The Contractor shall include for all associated civil and construction works necessary for the complete installation of all equipment. Pricing, designs and specifications for these works shall also be fully detailed in the quotation.

Photovoltaic Design Requirements

Basic Principles to Follow when Designing a Quality PV System:

- Ensure the roof area or other installation site is capable of handling the desired system size.
- Specify sunlight and weather resistant materials for all outdoor equipment.
- Locate the array to minimize shading from foliage, vent pipes, and adjacent structures.
- Design the system in compliance with all applicable building and electrical codes.
- Design the system with a minimum of electrical losses due to wiring, fuses, switches, and inverters.
- Ensure the design meets local utility interconnection requirements.

Photovoltaic Installation Requirements

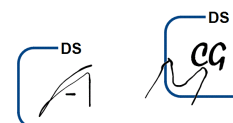
The following is a list of general requirements to help the contractor and installer choose the right materials, equipment, and installation methods that will help ensure that the system will provide many years of reliable service these recommendations can be used to evaluate pre-engineered system designs and compare system features from one supplier to another.

➤ Materials requirements:

- Materials used outdoors should be sunlight/UV resistant
- Urethane sealants should be used for all non-flashed roof penetrations.
- Materials should be designed to withstand the temperatures to which they are exposed.
- Dissimilar metals (such as steel and aluminum) should be isolated from one another using non-conductive shims, washers, or other methods.
- Aluminum should not be placed in direct contact with concrete materials.
- Only high-quality fasteners should be used (stainless steel is preferred).
- Structural members should be either:
 - a. corrosion resistant aluminum, hot dip galvanized steel
 - b. stainless steel (particularly for hot and rainy environments)

➤ Equipment requirements and installation methods:

- All electrical equipment should be listed for the voltage and current ratings necessary for the application.



- All electrical equipment must be accompanied by the declarations/certificates of conformity from the manufacturer which proves the required technical characteristics and compliance with the CE standards in force.
- PV modules should be listed based on **Tier-1** standard and warranted for a minimum of 15 years.
- Inverters should be warranted for a minimum of 5 years.
- Inverters must meet the requirements of the standard EN 61547 / EN 61000-4-2, -3, -4, -5, -6, -8, -11; EN 55015: 2014 Electromagnetic compatibility.
- All exposed cables or conduits should be sunlight resistant.
- All required overcurrent protection should be included in the system and should be accessible for maintenance.
- All electrical terminations should be fully tightened, secured, and strain relieved as appropriate.
- All mounting equipment should be installed according to manufacturers' specifications
- All roof penetrations should be sealed with an acceptable sealing method that does not adversely impact the roof warranty (*not recommended to be penetrated*)
- All cables, conduit, exposed conductors and electrical boxes should be secured and supported according to code requirements.
- PV Array should be free of shade between 9:00 a.m. and 4:30 p.m. This requirement includes even small obstructions such as vent pipes and chimneys. A small amount of shade can have a disproportionately high impact on system performance.
- For all works a 5-year warranty must be provided. During the warranty period maintenance works must be performed at least twice per year as agreed with final beneficiary.

The products/metallic structure/equipment's to be used for Photovoltaic Installation, supplied by the producer, must be accompanied by a Quality Certificate and Certificates of Conformity, which must be submitted to the Project Manager and Engineer.

Potential bidder needs to carry out a site visit for the verification of required details and assessment of installation methods and structural rigidity (to avoid over stressed areas) of roof or slab for the PV panels. It is also required to check the spacing for electrical connections, metering, and monitoring equipment's.

III. Expected Deliverables and Schedule of Payments


The Contractor is expected to complete all works (designs + installations) and submit full designs, in maximum 14 days and complete installations works in 3 or 4 months (*for all buildings simultaneous*) for all buildings since the date of contract signature.

In full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a total contract price of **635,147.52 USD (six hundred and thirty-five thousand one hundred and forty-seven US Dollars, 52 cents)**, VAT excluded.

The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

UNDP shall effect payments to the Contractor in the amounts and pursuant to this Schedule of Payments, upon completion by the Contractor of the corresponding phase and related 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. The term "acceptance" shall not be equated with "mere receiving" of deliverable(s), but certification by UNDP that the deliverable(s) reflected in such invoice have been provided by the Contractor in accordance with the Contract.

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



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 delivery of the Goods and/or provision of the Services.

The Schedule of Payments is presented below:

# Phase	# Deliverables	Timeframe	Payment schedule USD/%
Lot 1			
Phase 1	Development of Designs for Photovoltaic System of 200 kW maximum capacity on roof for Floresti Rayonal Hospital	21 days since the date of contract signature	164,640.00 (25.92 %)
Phase 2	Installation works of Photovoltaic System of 200 kW maximum capacity on roof of Floresti Rayonal Hospital	Maximum 6 months since the date of contract signature	
Lot 2			
Phase 1	Development of Designs for Photovoltaic System of 60 kW capacity on roof for Calarasi Rayonal Hospital and 140 kW capacity on roof for Nisporeni Rayonal Hospital	21 days since the date of contract signature	343,117.52 (54.02 %)
Phase 2	Installation works of Photovoltaic System of 60 kW capacity on roof for Calarasi Rayonal Hospital and 140 kW capacity on roof for Nisporeni Rayonal Hospital	Maximum 6 months since the date of contract signature	
Lot 3			
Phase 1	Development of Designs for Photovoltaic System of 100 kW maximum capacity on roof for Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital	21 days since the date of contract signature	343,117.52 (54.02 %)
Phase 2	Installation works of Photovoltaic System of 100 kW maximum capacity on roof of Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital	Maximum 6 months since the date of contract signature	
Lot 4			
Phase 1	Development of the Technical expertise reports and Designs for 22 Photovoltaic Systems with total capacity of 95 kW	30 days since the date of contract signature	127,390.00 (20.06 %)
Phase 2	Installation works of 22 Photovoltaic Systems with total capacity of 95 kW	Maximum 5 months since the date of contract signature	
Total			100% 635,147.52 USD

IV. List of beneficiaries and contact details:

Nr.	District	Locality	Name, Surname of contact person/beneficiary representative
Households beneficiary			
1.	Telenești	Crasnaseni	Șaptefrați Lilia 067319071
2.	Singerei	Ciuciueni	Volosenco Tatiana Andrei 062053110
3.	Florești	Gura Cainaruiui	Briceag Alina Ilie 069519095
4.	Rișcani	or. Rișcani	Șuşchevici Aliona Eugen 078302091
5.	Dondușeni	s. Briceni	Caldare Zalina Boris 069289083
6.	Soroca	Septelici	Cencașciuc Tatiana 069469960
7.	Rezina	Ignăței	Marian Nina 069 20 94 76
8.	Călărași	Hirova	Gîrbu Stela 067211345
9.	Criuleni	or. Criuleni	Cojocari Dumitru 060615307
10.	Dubăsari	Oxentea	Sîrghi Maria 0685 83 209
11.	Orhei	Jeloboc	Golvei Cristina 079318677
12.	Chișinău	Sîngera	Lungu Dumitru 079776955
13.	Strășeni	Căpriană	Nistor Maria 069864027
14.	Ungheni	Petresti	Rotaru Maria 068 65 23 96
15.	Hîncești	Pervomaiscoe	Burlacu Tatiana Profire 069792288
16.	Anenii Noi	Speia	Pogreban Ana 069965286
17.	Stefan Vodă	Cioburciu	Sîrghi Zinaida 067391755
18.	Cimișlia	or. Cimișlia	Casian Tatiana 068764432
19.	Cantemir	Chioselia	Ciobanu Dumitru 078341518
20.	Ceadîr Lunga	or. Ceadîr Lunga	Lazareva Liudmila 076713378
21.	Taraclia	Hîrtop	Celac Victor Nicolae 061069205

22.	Vulcănești	Etulia	Ciolac Fedora Gheorghie 068591653
Medical institutions			
1.	Florești	IMSP Spitalul Raional Florești	Corolevschii Valeriu 069095058
2.	Chișinău	IMSP Dispensarul Republican de Narcologie	Tudor Vasiliev 068066599
3.	Nisporeni	IMSP Spitalul Raional Nisporeni	Ulinici Nadejda 078122398
4.	Cahul	IMSP Spitalul Raional Cahul	Rotaru Vasile 076700126, 029922448
5.	Ștefan Vodă	IMSP Spitalul Raional Ștefan Vodă	Balanetchi Anatolie 076702820

Language requirements

All communication and documentation, including catalogues, instructions and operating manuals, related to the assignment should be in Romanian, Russian or English. The designs and other related documents will be presented in both printed and electronic format.

Confidentiality:

- All data and information received from partners with the purpose of elaboration of design works for Photovoltaic Systems shall not be disclosed to any person other than the Authorized Recipients, even after completion of the contract.
- All Confidential Information should be kept secret and not used for any purpose other than for the clauses mentioned in this document.

Timeframe

The expected period of implementation is April 2023 – **January 2024**.

The applicant shall include information on the volume of allocated resources to carry out the assignment. A breakdown per man-days allocated for each deliverable shall be submitted, clearly explaining the role of team members involved.

V. Institutional Arrangement

The contractor will work under the guidance of the Project Manager. The contractor will report to the Project Manager UNDP Moldova.

Payments will be disbursed in several instalments, upon submission and approval of deliverables mentioned in the Section “Deliverables and tentative framework” and certification by UNDP Team Leader that the services have been satisfactorily performed.

VI. Delivery and other Related Requirements

Delivery date	Bidder shall deliver the goods as per below table:		
	# Phase	# Deliverables	Estimated timing
	Lot 1		
	Phase 1	Development of Designs for Photovoltaic System of 200 kW maximum capacity on roof for Floresti Rayonal Hospital	21 days since the date of contract signature
	Phase 2	Installation works of Photovoltaic System of 200 kW maximum capacity on roof of Floresti Rayonal Hospital	Maximum 6 months since the date of contract signature
	Lot 2		
	Phase 1	Development of Designs for Photovoltaic System of 60 kW capacity on roof for Calarasi Rayonal Hospital and 140 kW capacity on roof for Nisporeni Rayonal Hospital	21 days since the date of contract signature
	Phase 2	Installation works of Photovoltaic System of 60 kW capacity on roof for Calarasi Rayonal Hospital and 140 kW capacity on roof for Nisporeni Rayonal Hospital	Maximum 6 months since the date of contract signature
	Lot 3		
	Phase 1	Development of Designs for Photovoltaic System of 100 kW maximum capacity on roof for Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital	21 days since the date of contract signature
	Phase 2	Installation works of Photovoltaic System of 100 kW maximum capacity on roof of Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital	Maximum 6 months since the date of contract signature
	Lot 4		
	Phase 1	Development of the Technical expertise reports and Designs for 22 Photovoltaic Systems with total capacity of 95 kW	30 days since the date of contract signature
Phase 2	Installation works of 22 Photovoltaic Systems with total capacity of 95 kW	Maximum 5 months since the date of contract signature	
Delivery place / terms (INCOTER MS 2020)	DDP Moldova (multiple locations)		
	As per each LOT beneficiary institutions' addresses:		
	#	The beneficiary institution	Location/Address
1	LOT 1 Floresti Rayonal Hospital	Ştefan cel Mare street, 77, Floresti city	
2	LOT 2	59 Testemişanu str., Calarasi	

		Calarasi Rayonal Hospital Nisporeni Rayonal Hospital	Toma Ciorba street, 5, Nisporeni city																																																																																																			
	3	LOT 3 Cahul Rayonal Hospital Stefan Voda Rayonal Hospital	Ștefan cel Mare street, 120, Cahul city N.Testemițeanu street, 1, Stefan Voda city																																																																																																			
	4	LOT 4 22 households from Moldova	<table border="1"> <thead> <tr> <th>No</th> <th>Rayon</th> <th>Location</th> <th>Estimated capacity of the PV system, kW</th> </tr> </thead> <tbody> <tr><td>1</td><td>Telenești</td><td>or.Telenești</td><td>5</td></tr> <tr><td>2</td><td>Singerei</td><td>s.Ciuciueni</td><td>3</td></tr> <tr><td>3</td><td>Florești</td><td>s.Gura Cainarului</td><td>5</td></tr> <tr><td>4</td><td>Rișcani</td><td>or. Rișcani</td><td>3.5</td></tr> <tr><td>5</td><td>Dondușeni</td><td>s.Briceni</td><td>3.5</td></tr> <tr><td>6</td><td>Soroca</td><td>or.Soroca</td><td>5</td></tr> <tr><td>7</td><td>Chișinău</td><td>Sîngera</td><td>4</td></tr> <tr><td>8</td><td>Călărași</td><td>Hirova</td><td>5</td></tr> <tr><td>9</td><td>Criuleni</td><td>Criuleni</td><td>4</td></tr> <tr><td>10</td><td>Dubăsari</td><td>Oxentea</td><td>3</td></tr> <tr><td>11</td><td>Orhei</td><td>Jeloboc</td><td>4</td></tr> <tr><td>12</td><td>Rezina</td><td>Ignăței</td><td>4</td></tr> <tr><td>13</td><td>Strășeni</td><td>Căpriansa</td><td>4.5</td></tr> <tr><td>14</td><td>Ungheni</td><td>Condrătești</td><td>4.5</td></tr> <tr><td>15</td><td>Hîncești</td><td>Pervomaiscoe</td><td>5</td></tr> <tr><td>16</td><td>Anenii Noi</td><td>Speia</td><td>5</td></tr> <tr><td>17</td><td>Stefan Vodă</td><td>Cioburciu</td><td>3</td></tr> <tr><td>18</td><td>Cimișlia</td><td>Hîrtop</td><td>5</td></tr> <tr><td>19</td><td>Cantemir</td><td>Chioselia</td><td>4.5</td></tr> <tr><td>20</td><td>Ceadrî Lunga</td><td>Ceadrî Lunga</td><td>5</td></tr> <tr><td>21</td><td>Taraclia</td><td>Hîrtop</td><td>5</td></tr> <tr><td>22</td><td>Vulcănești</td><td>Etulia</td><td>4.5</td></tr> <tr> <td colspan="3" style="text-align: center;">Total</td> <td>95</td> </tr> </tbody> </table>				No	Rayon	Location	Estimated capacity of the PV system, kW	1	Telenești	or.Telenești	5	2	Singerei	s.Ciuciueni	3	3	Florești	s.Gura Cainarului	5	4	Rișcani	or. Rișcani	3.5	5	Dondușeni	s.Briceni	3.5	6	Soroca	or.Soroca	5	7	Chișinău	Sîngera	4	8	Călărași	Hirova	5	9	Criuleni	Criuleni	4	10	Dubăsari	Oxentea	3	11	Orhei	Jeloboc	4	12	Rezina	Ignăței	4	13	Strășeni	Căpriansa	4.5	14	Ungheni	Condrătești	4.5	15	Hîncești	Pervomaiscoe	5	16	Anenii Noi	Speia	5	17	Stefan Vodă	Cioburciu	3	18	Cimișlia	Hîrtop	5	19	Cantemir	Chioselia	4.5	20	Ceadrî Lunga	Ceadrî Lunga	5	21	Taraclia	Hîrtop	5	22	Vulcănești	Etulia	4.5	Total			95
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Total			95																																																																																																			
Customs clearance (must be linked to INCOTER M)	Shall be done by: <input checked="" type="checkbox"/> Supplier/Bidder UNDP is available to provide support to the contractor with required documents necessary for customs clearance and VAT payment exemption, if needed.																																																																																																					
Packing requirements	N/A																																																																																																					
Mode of transport	Any																																																																																																					
Installation Requirements	As per Section 5: Schedule of Requirements																																																																																																					
Testing Requirements	Done by Contractor as per Section 5: Schedule of Requirements																																																																																																					
Scope of Training on Operation and	Done by Contractor as per Section 5: Schedule of Requirements Training is required at the premises of the beneficiary institutions. The trainings should be held during the workweek, after the delivery of the equipment to the addresses stated in this ITB. Training should be provided by the company's specialized staff.																																																																																																					

Maintenance	<p>Training will focus on the procedures for using the delivered equipment, the security techniques and the appropriate maintenance and operation procedures.</p> <p>Training should last one day for each beneficiary institution. The End User is responsible for organizing training premises.</p> <p>The Supplier should cover trainers fee, travel costs to and from Moldova (if Bidder is not local), accommodation costs (if any) during the training as well as the transportation costs from Chisinau to beneficiaries for trainer(s). UNDP will organize translation, if needed.</p>
Commissioning	Required
Warranty Period	<p>The supplier shall provide warranty as follows:</p> <ul style="list-style-type: none"> • Warranty for all equipment and panels of at least fifteen (15) years except the inverter where a minimum five (5) years warranty is applied. The warranty should include a scheduled maintenance, carried out once a year and unscheduled as necessary. • Written and signed statement of minimum five (5) years warranty for works. <p>After completion of installation works, the Contractor shall provide a warranty certificate or similar issued to the beneficiary institution.</p>
Local Service Support	<p>The Contractor must provide a list of at least one authorized representative located in Moldova.</p> <p>For the local/regional representative, the Contractor should indicate the web page, telephone, email address and headquarters.</p>
Technical Support Requirements	<p>The Selected Bidder shall provide the following online and offline methods of technical support:</p> <p>On-site support and/or online support including answering technical queries online (email and telephonic) when feasible and needed.</p> <p>Turnaround time for answering queries will be less than 3 days.</p> <p>In case on site support is needed it needs to be provided within 10 days from the moment of beneficiary's notification.</p>
After-sale services Requirements	<p><input checked="" type="checkbox"/> Availability of written and signed statement of full warranty for all equipment and panels of at least fifteen (15) years except the inverter where a minimum five (5) years warranty is applied. The warranty should include a scheduled maintenance, carried out once a year and unscheduled on the need.</p> <p><input checked="" type="checkbox"/> Availability of written and signed statement of minimum five (5) years warranty for works</p> <p><input checked="" type="checkbox"/> Availability of an authorized service center in Moldova</p> <p><input checked="" type="checkbox"/> Technical Support</p>
Payment Terms	100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Inspection upon arrival at destination</p> <p><input checked="" type="checkbox"/> Installation</p> <p><input checked="" type="checkbox"/> Testing</p> <p><input checked="" type="checkbox"/> Training on Operation and Maintenance</p> <p><input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements</p>
All documents, including catalogues, instructions and operating	<input checked="" type="checkbox"/> English; <input checked="" type="checkbox"/> Others: Russian, Romanian

manuals, shall be in this language	
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DS


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10030687-1

**UNITED NATIONS DEVELOPMENT
PROGRAMME**



**Amendment to Contract for Goods and/or Services
Between United Nations Development Programme and (R) AM SISTEME SRL**

Contractor: (R) AM SISTEME SRL

Amendment to Contract Number: 10030687

Amendment Number: 1

Amended Amount: +.00 US Dollar

WHEREAS (R) AM SISTEME SRL and United Nations Development Programme now wish to amend the said Contract.

NOW THEREFORE, the relevant Contract is hereby amended as follows:

Amendment Description:

The Contractor and UNDP now wish to amend the Contract in order to extend the Contract duration and amend the Schedule of Requirements to list a new beneficiary.

WHEREAS such Amendment will result in a no-cost extension leaving this amended Contract total 635,147.52 USD (six hundred thirty-five thousand one hundred forty-seven US Dollars).

NOW THEREFORE, the Parties agree:

1. The relevant Contract provisions indicated below are hereby modified as follows:

Article 8 of the Contract Ending Date is replaced partially, as follows:

„Contract Ending Date: 31 January 2024“

2. The Contract's Annex 1 – Schedule of Requirements and Schedule Payments is hereby revised and attached to the Contract in revised versions.

Amended Deliverable	Due Date	Net Amount Changed in US Dollar	Total Amount for Deliverable in US Dollar
Changed 2:1 Installation works of Photovoltaic System of 200 kW maximum capacity on roof of Floresti Rayonal Hospital	12-Oct-2023	+00	161,640.00
Changed 4:1 Installation works of Photovoltaic System of 60 kW capacity on roof for Calarasi Rayonal Hospital and 140 kW capacity on roof for Nisporeni Rayonal Hospital	12-Oct-2023	+00	162,712.52
Changed 6:1 Installation works of Photovoltaic System of 100 kW maximum capacity on roof of Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital	12-Oct-2023	+00	173,205.00
Changed 8:1 Installation works of 22 Photovoltaic Systems with total capacity of 95 kW (unit capacity between 3 and 5 kW according to table 1)	12-Sep-2023	+00	113,090.00

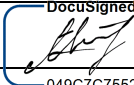
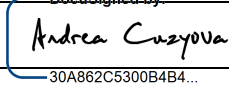
10030687-1

**UNITED NATIONS DEVELOPMENT
PROGRAMME**



All other terms and conditions of the Contract, except as amended herein, shall remain unchanged and shall continue to be in effect.

IN WITNESS WHEREOF, (R) AM SISTEME SRL and United Nations Development Programme hetero have executed this Amendment to the Contract.

For the Contractor		For UNDP	
Signature:	 <small>DocuSigned by: 049C7C755225442...</small>	Signature:	 <small>DocuSigned by: 30A862C5300B4B4...</small>
Name:	Andrei Mereacre	Name:	Andrea Cuzyova
Title:	Mr	Title:	Deputy Resident Representative
Date:	23-Aug-2023	Date:	23-Aug-2023

10030687

Annex 2
GENERAL TERMS AND CONDITIONS
FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

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:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the "Goods") and/or 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 also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of

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conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

- 2.3** 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 quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.
- 2.4** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.
- 3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

 - 3.1** UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.
 - 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 the retainer and order Goods and/or Services from the Contractor hereunder.
 - 3.3** The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and 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 Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.
 - 3.5** In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.
 - 3.6** The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.
 - 3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.
- 4. PRICE AND PAYMENT:**

 - 4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face

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Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a 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 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 delivery of the Goods and/or 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 delivery of the Goods and/or 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 delivery of the Goods and/or the provision of the Services.
- 4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or 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.
- 4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or 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

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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 delivery of the Goods and/or 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 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment 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 by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this 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 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

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- 8. RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:
- 8.1** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.
- 8.2** The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- 8.3** Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
- 8.4** At the option of and in the sole discretion of UNDP:
- 8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;
- 8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,
- 8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.
- 8.5** Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
- 8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
- 8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.
- 8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

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- 8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.
- 8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 8.6** Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 8.7** The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:
- 8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;
- 8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.
- 8.8** Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.
- 8.9** All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

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8.10 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.

8.11 UNDP reserves the right to verify whether 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 in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and

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obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

- 11. PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the

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Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

- 11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
- 11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;
- 11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
- 11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- 11.5.5 The Goods are new and unused;
- 11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;
- 11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,
- 11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise

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agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or

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hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of

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the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's 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 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the

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Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such

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insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

- 14. ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied 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:** Title to any 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 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

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

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill 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.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party 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*,

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.

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- 18.3** The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give 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.
- 18.4** 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.
- 18.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 18.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 19.1** 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 or cause 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 interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 19.2** 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 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 19.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature,

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any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. 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.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time 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.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

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- 20.3.7 complete performance of the work not terminated; *and*,
- 20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.
- 20.4** In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.
- 20.5** UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
- 20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
- 20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
- 20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
- 20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 20.6** Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.
- 20.7** The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.
- 21. NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any

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purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

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

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

23.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

- 24. PRIVILEGES AND IMMUNITIES:** 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 its subsidiary organs.

25. TAX EXEMPTION:

25.1 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 subsidiary

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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.

25.2 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.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 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 of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 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 of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include,

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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 inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 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 Goods and/or Services which are the subject of this 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.

28. LIMITATION ON ACTIONS:

28.1 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 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 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.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 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.

30. SOURCE OF INSTRUCTIONS: 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 required by UNDP. The Contractor shall not take any action in respect of the performance

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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.

- 31. STANDARDS OF CONDUCT:** 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. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

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

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

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 or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. 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 of this Contract.

- 32. OBSERVANCE OF THE LAW:** 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.
- 33. CHILD LABOR:** 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,

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spiritual, moral, or social development.

- 34. MINES:** 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.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable 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.

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

- 36. ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

The estimated amount for the performed works for the Contract ITB22/02568: FPI/ Designs and installation of Photovoltaic Systems

Works Acceptance Certificate NO. 1/02568 from 16.11.2023

Item #	Description	Price, USD Excl. VAT	
		estimated amount	amount for the performed work
Lot #4	Development of the Technical expertise reports and Designs for 22 Photovoltaic Systems with total capacity of 95 kW (unit capacity between 3 and 5 kW according to table 1) Note: A price breakdown per each household shall be presented in addition to the total price.	14 300,00 USD	14 300,00 USD
	Installation works of 22 Photovoltaic Systems with total capacity of 95 kW (unit capacity between 3 and 5 kW according to table 1) Note: A price breakdown per each household shall be presented in addition to the total price.	113 090,00 USD	113 090,00 USD
Total Lot #4		127 390,00 USD	127 390,00 USD
Total		127 390,00 USD	127 390,00 USD

Contractor:
"AM Sisteme" SRL

Investor:
UNDP Moldova

Nume, Prenume, Semnatura L.S.



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**Performed works for the Contract ITB22/02568: FPI/ Designs and installation
of Photovoltaic Systems**

Works Acceptance Certificate NO. 2/02568 from 14.12.2023

FOR: UNDP MOLDOVA

REF: ITB22/02568: FPI/ Designs and Installation of Photovoltaic Systems

LOT NO. 1 Development of Designs and Installation of a Photovoltaic System of 200 kW maximum capacity on roof for Floresti Rayonal Hospital

INSTITUTION/LOCATION: Floresti Rayonal Hospital

№	TYPE	amount	amount for performed works	unit	PRICE	SUMM
1	Photovoltaic panel	200	200	kWp	\$ 430,000	\$86 000,00
2	On-grid inverter	200	200	kWp	\$ 60,000	\$12 000,00
3	Data transmitter	1	1	pc	\$ 800,000	\$800,00
4	Support system for flat roof (galvanized steel)	130	130	kWp	\$ 120,000	\$15 600,00
5	Ballast for the support system	1	1	set	\$ 2 740,000	\$2 740,00
6	Support system for sloping roof (metal tiles)	70	70	kWp	\$ 90,000	\$6 300,00
7	Photovoltaic panel wiring / MC connectors	1	1	set	\$ 3 700,000	\$3 700,00
8	Additional electric equipment	1	1	set	\$ 7 000,000	\$7 000,00
9	AC wiring	1	1	set	\$ 4 500,000	\$4 500,00
10	Earthing wiring	1	1	set	\$ 1 000,000	\$1 000,00
11	Earthing system	1	1	set	\$ 500,000	\$500,00
12	Design works	1	1	serv	\$ 3 000,000	\$3 000,00
13	Installation services wiring	200	200	kWp	\$ 100,000	\$20 000,00
14	Commisioning	1	1	serv	\$ 1 500,000	\$1 500,00
TOTAL						\$164 640,00

Contractor:
"AM Sisteme" SRL

Investor:
UNDP Moldova

Nume, Prenume, Semnatura L.S.



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Nume, Prenume, Semnatura L.S.



Performed works for the Contract ITB22/02568: FPI/ Designs and installation of Photovoltaic Systems

Works Acceptance Certificate NO. 3b/02568 from 14.12.2023

FOR: UNDP MOLDOVA

REF: ITB22/02568: FPI/ Designs and Installation of Photovoltaic Systems

LOT 2 – Installation works of Photovoltaic System of 60 kW capacity on roof for Calarasi Rayonal Hospital and 140 kW capacity on roof for Nisporeni Rayonal Hospital

INSTITUTION/LOCATION: Nisporeni Rayonal Hospital

Nº	TYPE	amount	amount for performed works	unit	PRICE	SUMM
1	Photovoltaic panel	140	140	kWp	\$ 430,00	\$60 200,00
2	On-grid Inverter	140	140	kWp	\$ 60,00	\$8 400,00
3	Data transmitter	1	1	pc	\$ 600,00	\$600,00
4	Support system for flat roof (galvanized steel)	140	140	kWp	\$ 120,00	\$16 800,00
5	Ballast for the support system	1	1	set	\$ 2 950,00	\$2 950,00
6	Photovoltaic panel wiring / MC connectors	1	1	set	\$ 2 920,00	\$2 920,00
7	Additional electric equipment	1	1	set	\$ 3 300,00	\$3 300,00
8	AC wiring	1	1	set	\$ 4 500,00	\$4 500,00
9	Earthing wiring	1	1	set	\$ 800,00	\$800,00
10	Earthing system	1	1	set	\$ 375,00	\$375,00
11	Design works	1	1	serv	\$ 1 500,00	\$1 500,00
12	Installation services wiring	140	140	kWp	\$ 70,00	\$9 800,00
13	Commissioning	1	1	serv	\$ 1 000,00	\$1 000,00
TOTAL						\$113 146,00

Contractor:
"AM Sistem" SRL

Investor:
UNDP Moldova

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Location: Moldova



NEAGA Igor

Num. Prenume, Semnatua: L.S.



**Performed works for the Contract ITB22/02568: FPI/ Designs and installation
of Photovoltaic Systems**

Works Acceptance Certificate NO. 3a/02568 from 14.12.2023

FOR: UNDP MOLDOVA

REF: ITB22/02568: FPI/ Designs and Installation of Photovoltaic Systems

LOT 2 – Installation works of Photovoltaic System of 60 kW capacity on roof for Calarasi Rayonal Hospital and 140 kW capacity on roof for Nisporeni Rayonal Hospital

INSTITUTION/LOCATION: Calarasi Rayonal Hospital

Nº	TYPE	amount	amount for performed works	unit	PRICE	SUMM
1	Photovoltaic panel	60	60	kWp	\$ 430,00	\$25 800,00
2	On-grid inverter	60	60	kWp	\$ 66,79	\$4 007,52
3	Data transmitter	1	1	pc	\$ 600,00	\$600,00
4	Support system for flat roof (galvanized steel)	60	60	kWp	\$ 120,00	\$7 200,00
5	Ballast for the support system	1	1	set	\$ 1 275,00	\$1 275,00
6	Photovoltaic panel wiring / MC connectors	1	1	set	\$ 1 435,00	\$1 435,00
7	Additional electric equipment	1	1	set	\$ 3 300,00	\$3 300,00
8	AC wiring	1	1	set	\$ 1 500,00	\$1 500,00
9	Earthing wiring	1	1	set	\$ 500,00	\$500,00
10	Earthing system	1	1	set	\$ 250,00	\$250,00
11	Design works	1	1	serv	\$ 1 500,00	\$1 500,00
12	Installation services wiring	60	60	kWp	\$ 70,00	\$4 200,00
13	Commisioning	1	1	serv	\$ 1 000,00	\$1 000,00
TOTAL						\$62 867,52

Contractor:
"AM Sisteme" SRL

Investor:
UNDP Moldova

Nume, Prenume, Semnatura L.S.

Nume, Prenume, Semnatura L.S.

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Date: 2023.12.14 10:49:19 EET
Reason: MoldSign Signature
Location: Moldova






Performed works for the Contract ITB22/02568: FPI/ Designs and installation of Photovoltaic Systems

Works Acceptance Certificate NO. 4b/02568 from 15.01.24

FOR: UNDP MOLDOVA

REF: ITB22/02568: FPI/ Designs and Installation of Photovoltaic Systems

LOT 3 – Development of Designs and Installation of a Photovoltaic System of 100 kW maximum capacity on roof for Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital

INSTITUTION/LOCATION: Cahul Rayonal Hospital

Nº	TYPE	amount	amount for performed works	unit	PRICE	SUMM
1	Photovoltaic panel	100	100	kWp	\$ 430,00	\$43 000,00
2	On-grid inverter	100	100	kWp	\$ 60,00	\$6 000,00
3	Data transmitter	1	1	pc	\$ 800,00	\$800,00
4	Support system for flat roof (galvanized steel)	100	100	kWp	\$ 120,00	\$12 000,00
5	Ballast for the support system	1	1	set	\$ 2 105,00	\$2 105,00
6	Photovoltaic panel wiring / MC connectors	1	1	set	\$ 2 150,00	\$2 150,00
7	Additional electric equipment	1	1	set	\$ 6 000,00	\$6 000,00
8	AC wiring	1	1	set	\$ 4 500,00	\$4 500,00
9	Earthing wiring	1	1	set	\$ 500,00	\$500,00
10	Earthing system	1	1	set	\$ 250,00	\$250,00
11	Design works	1	1	serv	\$ 2 200,00	\$2 200,00
12	Installation services wiring	100	100	kWp	\$ 110,00	\$11 000,00
13	Commisioning	1	1	serv	\$ 1 500,00	\$1 500,00
TOTAL						\$92 005,00

Contractor:
"AM Sisteme" SRL

Investor:
UNDP Moldova

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Date: 2024.01.15 09:47:18 EET
Reason: MoldSign Signature
Location: Moldova



Bilici Valentina Bilici
Name, Prenume, Semnatura LŞ

Nume, Prenume, Semnatura LŞ

Nume, Prenume, Semnatura LŞ



Performed works for the Contract ITB22/02568: FPI/ Designs and installation of Photovoltaic Systems

Works Acceptance Certificate NO. 4a/02568 from 15.01.24

REF: ITB22/02568: FPI/ Designs and Installation of Photovoltaic Systems

LOT 3 – Development of Designs and Installation of a Photovoltaic System of 100 kW maximum capacity on roof for Cahul Rayonal Hospital and 100 kW capacity on roof for Stefan Voda Rayonal Hospital

INSTITUTION/LOCATION: Stefan Voda Rayonal Hospital

Nº	TYPE	amount	amount for performed works	unit	PRICE	SUMM
1	Photovoltaic panel	100	100	kWp	\$ 430,00	\$43 000,00
2	On-grid inverter	100	100	kWp	\$ 60,00	\$6 000,00
3	Data transmitter	1	1	pc	\$ 800,00	\$800,00
4	Support system for flat roof (galvanized steel)	100	100	kWp	\$ 90,00	\$9 000,00
5	Photovoltaic panel wiring / MC connectors	1	1	set	\$ 2 150,00	\$2 150,00
6	Additional electric equipment	1	1	set	\$ 6 000,00	\$6 000,00
7	AC wiring	1	1	set	\$ 4 500,00	\$4 500,00
8	Earthing wiring	1	1	set	\$ 500,00	\$500,00
9	Earthing system	1	1	set	\$ 250,00	\$250,00
10	Design works	1	1	serv	\$ 2 000,00	\$2 000,00
11	Installation services wiring	100	100	kWp	\$ 100,00	\$10 000,00
12	Commisioning	1	1	serv	\$ 1 200,00	\$1 200,00
TOTAL						\$85 400,00

Contractor:
"AM Sisteme" SRL

Investor:
UNDP Moldova

Digitally signed by Mereacre Andrei
Date: 2024.01.15 09:47:00 EET
Reason: MoldSign Signature
Creation: Moldova L.S.



Bolcu Virginia
Name, Prename, Surname L.S.





Republica Moldova

Agencia Națională pentru Reglementare în Energetică ANRE

str. Pușkin, nr. 52/A, MD-2005, Chișinău, tel: 022 823 955, anre@anre.md, <http://www.anre.md>

ACT DE CORESPUNDERE

a instalației electrice de utilizare noi/reconstruite, sistemului de distribuție închis, centralei electrice și pentru transmiterea cu titlu gratuit a instalațiilor electrice

1. Proprietarul IMSP „Spitalul Raional Călărași”, or. Călărași, str. N. Testemițeanu, 59,
tel. 078 122398, 1003609150317, e-mail srcalarasi@ms.md.

denumirea, adresa juridică, tel., IDNO, e-mail

Centrală electrică fotovoltaică, or. Călărași, str. N. Testemițeanu, 59,

destinația instalației, adresa locului de consum

2. Reprezentantul proprietarului, administrator, Ion VEVERIȚĂ,

funcția, numele, prenumele

3. Proiectul instalației electrice de racordare este elaborat de: instalație electrică existentă

denumirea instituției de proiectare, nr. certificatului, coordonarea proiectului, data coordonării

4. Proiectul instalației electrice de utilizare/**centralei electrice nr. 34-23 EEF** este elaborat de SRL „Eta-Lumis-Proiect”, mun. Chișinău, proiectant Viorel BIBER, certificat nr. 0531, P-2020, domeniile C.4; verificator de proiecte nr. 094 Veaceslav Bugaevschi, domeniile C.4, 5, 6a, valabil de la 22.12.2021 până la 22.12.2025, nr. de înregistrare a avizului 307/11.23, coordonat cu ÎCS „Premier Energy Distribution” SA la 05.12.23; proiectul nr. 02-11/2023-C, elaborat de SRL „Proiect-Design”, mun. Chișinău, proiectant Irina Chișco, certificat nr. 0360, P-2019, domeniile B.1,2,7; verificator de proiecte Eugenia CIOBANU, certificat nr. 140, domeniile 4.a,b,d,e valabil de la 08.02.2023 până la 08.02.2028, nr. de înregistrare a avizului 800/27.11.23.

denumirea instituției de proiectare, nr. certificatului, coordonarea proiectului, data coordonării

5. Executantul instalației electrice de racordare este _____

persoană fizică/ agent economic

electricianul autorizat _____ nr. autorizației _____ valabilă până la _____

numele, prenumele

Declarația electricianului autorizat din _____

6. Executantul instalației electrice de utilizare/**centralei electrice** este _____

persoană fizică/ agent economic

electricianul autorizat Serghei Mereja nr. autorizației 28 valabilă până la 28.07.2025

numele, prenumele

Declarația electricianului autorizat nr. 47 din 12.12.2023.

7. Parametrii instalației electrice _____

a. Linii electrice aeriene, lipsesc - Tipul _____; Tensiunea _____ kV; Puterea proiectată _____ kW; Lungimea _____ km; Marca conductoarelor _____ și S, - _____ mm²; Marca stâlpilor _____ și nr. de stâlpi _____; Intersecții cu alte comunicații _____; Suspendarea comună cu LEA _____; Pierderi de tensiune (conform proiectului) _____, V.

b. Linii electrice în cablu, TGD-MIIQ-PD1, Tipul NA2XH-O; Tensiunea 0,38 kV; Puterea proiectată 60 kW; Modul de amplasare furtun metalic izolat; Lungimea 0,04 km; S, - 5(1x70)mm²; Intersecții cu alte comunicații _____; Pierderi de tensiune (conform proiectului) _____, V.

Linii electrice în cablu, PD1- Invertor 1, Tipul BBГHГ-LS; Tensiunea 0,38 kV; Puterea proiectată 36 kW; Modul de amplasare jgheab metalic 100x50mm; Lungimea 0,005 km; S, - 5x25mm²; Intersecții cu alte comunicații _____; Pierderi de tensiune (conform proiectului) _____, V.

- Linii electrice în cablu, PD1- Invertor 1, Tipul BBIГHГ-LS; Tensiunea 0,38 kV; Puterea proiectată 24 kW; Modul de amplasare jgheab metalic 100x50mm; Lungimea 0,005 km; S, - 5x10mm²; Intersecții cu alte comunicații _____; Pierderi de tensiune (conform proiectului) _____, V.
- c. Posturi de Transformatoare, lipsesc - Tipul _____; Nr./Puterea transformator de forță _____ kVA; Tensiunea ___/___ kV; Schema conectării înfășurărilor ___/___; Aparat de protecție U=10 kV, tip _____, I_{nom} _____ A; R_{prizei pământ} _____ Ω; R_{izolație transformator} _____ Ω; Sistemul de răcire al transformatorului _____.
- d. Instalații de compensare a puterii reactive: lipsesc, Tipul instalației _____; Tensiunea în punctul de racordare _____ kV; Puterea proiectată _____ kVAR; Numărul de faze _____; Numărul de trepte de reglare _____; Curentul maxim de lucru I_{max} _____ A; Diapazonul de reglare a valorii factorului de putere cosφ _____;
- e. Generatoare electrice autonome: lipsesc, Tip generator _____; Nr./Puterea _____ kVA; Numărul de faze _____; Tensiunea _____ kV; Tip aparat de protecție _____; I_{nom} _____ A; Tip întreruptor basculant _____; I_{nom} _____ A.
- f. Centrale electrice solare PV: Tip module LONGI LR5-72HTH-580M; Nr./Puterea 104/580W; Data producerii, 2022; Tip invertor 1 SOFAR 36KTLX-G3, 1 un. Data producerii, 2022; I_{max} =3x40 A; Tensiunea 180-1000 V; Tip aparat de protecție curent continuu siguranțe fuzibile Vecas gPV; Numărul de faze 3, Tip invertor 2 SOFAR 24KTLX-G3, 1 un; Data producerii, 2022; I_{max} =2x26 A; Tensiunea 140-1000 V; Tip aparat de protecție curent continuu siguranțe fuzibile Vecas gPV; Numărul de faze 3. Modulele fotovoltaice sunt amenajate pe acoperiș din țiglă metalică.
- g. Centrale electrice eoliene: lipsesc, Tip instalație _____; Nr./Puterea _____ kW; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____.
- h. Centrale electrice hidroelectrice: lipsesc, Tip instalație _____; Nr./Puterea _____ kW; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____.
- i. Centrale de cogenerare pe biogaz: lipsesc, Tip instalație de ardere _____; Nr./Puterea _____ kW; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____.
- j. Centrale de cogenerare pe biomasă solidă: lipsesc, Tip cazan _____; Nr./Puterea _____ kW; Tip turbină _____; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____.

8. Componenta sarcinii _____

se enumeră principalele receptoare electrice cu indicarea puterii lor nominale, inclusiv receptoarele de categoria I și II, kW

9. Au fost prezentate următoarele documente tehnice:

a. Avizul de racordare nr. G20202023090005_001 din 21.03.2024, emis de ÎCS „Premier Energy Distribution”, SA, valabil până la 27.09.2025 pentru P_{aprob} = 60 kW; I_{sc} = 3,435 kA, U=10 kV.

Punctul de racordare este stabilit la:

1. LEA-10 kV, PDC-146, Călărași 110/35/10 kV, F-8, st. nr. 36, PT-473 existent;
2. LEA-10 kV, PDC-146, Călărași 110/35/10 kV, F-8, st. nr. 37, PT-473 existent;

b. Raportul tehnic de măsurări și încercări în instalațiile electrice de racordare și de utilizare:

denumirea, numărul, data, procesele verbale

Raport tehnic din 06.02.2024 cu privire la efectuarea măsurărilor și încercărilor de reglare-recepție și profilactice care include următoarele procese verbale:

Proces-verbal nr. 01-02 din 06.02.2024, încercări cu tensiune mărită a echipamentelor și aparatelor electrice

Proces-verbal nr. 02-02 din 06.02.2024, încercări a cablurilor electrice cu tensiune mărită redresată.

Proces-verbal nr. 03-02 din 06.02.2024, încercări a cablurilor electrice cu tensiune mărită redresată.

Proces-verbal nr. 04-02 din 06.02.2024, încercări a cablurilor electrice cu tensiune mărită redresată.

Proces-verbal nr. 05-02 din 06.02.2024, măsurarea rezistenței de izolație, rezistenței ohmice a înfășurărilor transformatorului de forță.

Proces-verbal nr. 06-02 din 06.02.2024, măsurarea rezistenței de izolație a aparatelor electrice, circuitelor secundare, cablurilor și rețelelor de iluminat cu tensiunea până la 1000 V.

Proces-verbal nr. 07-02 din 06.02.2024, verificarea continuității electrice dintre priza de pământ și instalațiile legate de ea.

Schema electrică de alimentare cu energie electrică a PT-473 din or. Călărași;

întocmite de către laboratorul electrotehnic SRL „KENOTRON”, autorizația nr. 50, valabilă până la 21.12.2026, șeful laboratorului Vadim Ușanlî;

Raport tehnic nr.24 din 08.12.2023 cu privire la efectuarea măsurărilor și încercărilor de reglare-recepție și profilactice care include următoarele procese verbale:

Proces-verbal nr. 24/01-01 din 08.12.2023, măsurarea rezistenței de izolație a aparatelor electrice, circuitelor secundare, cablurilor și rețelelor de iluminat cu tensiunea până la 1000 V.

Proces-verbal nr. 24/02-01 din 08.12.2023, verificarea continuității electrice dintre priza de pământ și elementele protejate.

Proces-verbal nr. 24/03-01 din 08.12.2023, aprecierea acționării protecției în instalațiile electrice cu neutru legat la pământ în sistemul TN.

întocmite de către laboratorul electrotehnic ÎI „Oboroc Sergiu”, autorizația nr. 18, valabilă până la 26.06.2026, șeful laboratorului Sergiu OBOROC;

Concluziile: Rapoartele tehnice confirmă că, instalațiile electrice de racordare și utilizare corespund cerințelor documentelor normativ-tehnice.

corespund

c. Alte documente prezentate:

Act de recepție a lucrărilor de executare a instalației/centralei electrice, din 12.12.2023;

Borderoul echipamentului electric montat din 12.12.2023;

Actul de transmitere a echipamentului montat pentru efectuarea lucrărilor de reglare-demarare din 12.12.2023;

Actul inspectării vizuale a instalației de legare la pământ înainte de acoperire nr. 1 din 12.12.2023;

Cerere pentru eliberarea actului de corespundere al centralei electrice fotovoltaice, înregistrată la ANRE cu nr. 9528 din 09.07.2024;

Pașaportul tehnic al inverterului SOFAR 36KTLX-G3, SOFAR 24KTLX-G3 și modulelor fotovoltaice LONGI LR5-72-HTH-560-580M;

Contract pentru servicii, întreținere și reparații SR/E-12/23 din 15.12.2023;

Ordinul de numire a persoanei responsabile de securitatea exploatarei utilajului electric nr. 97 din 15.12.2023;

Talonul de autorizare la grupa de securitate electrică nr. 193 din 29.12.23;

Actul de delimitare nr. F 20202024030001 din 20.03.2024;

Convenție de interacțiune în cazul instalațiilor electrice racordate la nivelul de tensiune > 1000 V;

Lista mijloacelor de protecție din dotare al SRL „Energodeservire”;

Proces verbal nr. 668 din 11.12.2023, încercarea prăjinilor izolante, cleștelor pentru măsurări, sculelor cu mânere izolante;

Proces verbal nr. 668 din 11.12.2023, încercarea mănușilor electroizolante;

Proces verbal nr. 668 din 11.12.2023, încercarea indicatoarelor de tensiune;

efectuate de către laboratorul electrotehnic SRL „Helio”, autorizația nr. 77, valabilă până la 28.02.2026, șeful laboratorului Alexandru LEVCO;

10. Persoana responsabilă de gospodăria electrică/exploatarea inofensivă a instalației electrice este: Ion STRATAN, desemnată conform ordinului nr. 97 din 15.12.2023, atestată la grupa de securitate electrică V, talonul de autorizare nr. 193, valabil până la 29.12.2024, este eliberat de Serviciul Teritorial ANRE Călărași.

11. Date suplimentare: $P_{contractată/declarată}$ 348/60 kW

Aparat de protecție: Tablou TGD-MIIQO-PD1							Isc, A	920
Siguranță fuzibilă	Tip:		In, A	Ifuz, A	taçt.=		s	
Înterupător automat	Tip: BA-88-33/M6E-160H/3P/160A			Caracteristica de declanșare				
Declanșator termic:	In, A							
Declanșator electromagnetic:	Im, A	t açt.=						
Declanșator reglabil:	In, A	160	k=					
la suprasarcină	Ir=		×In =	125	A			
la scurtcircuit	Im=		×Ir =		A	t açt.=	s	
	Im=		×In =		A	t açt.=	s	
la scurtcircuit cu acționare temporizată	Isd=	4	×Ir =	500	A	t açt.=	<0,4	
	Isd=		×In =		A	t açt.=	s	
la scurtcircuit cu acționare instantanee	Ii=		×Ir =		A	t açt.=	s	
	Ii=		×In =		A	t açt.=	s	
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)	Tip:		In, A		ΔI, mA			

Aparat de protecție: Invertor 1							Isc, A	843
Siguranță fuzibilă	Tip:		In, A	Ifuz, A	taçt.=		s	
Înterupător automat	Tip: BA-88-32/3P/80A			Caracteristica de declanșare				
Declanșator termic:	In, A	80						
Declanșator electromagnetic:	Im, A	800	t açt.=				<0.4	s
Declanșator reglabil:	In, A	k=						
la suprasarcină	Ir=		×In =		A			
la scurtcircuit	Im=		×Ir =		A	t açt.=	s	
	Im=		×In =		A	t açt.=	s	
la scurtcircuit cu acționare temporizată	Isd=		×Ir =		A	t açt.=	s	
	Isd=		×In =		A	t açt.=	s	
la scurtcircuit cu acționare instantanee	Ii=		×Ir =		A	t açt.=	s	
	Ii=		×In =		A	t açt.=	s	
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)	Tip:		In, A		ΔI, mA			

Aparat de protecție: Invertor 2							Isc, A	808
Siguranță fuzibilă	Tip:		In, A	Ifuz, A	taçt.=		s	
Înterupător automat	Tip:BA47-29,3P			Caracteristica de declanșare				
Declanșator termic:	In, A	50						
Declanșator electromagnetic:	Im, A	500	t açt.=				<0.4	s
Declanșator reglabil:	In, A	k=						
la suprasarcină	Ir=		×In =		A			
la scurtcircuit	Im=		×Ir =		A	t açt.=	s	

	$I_m =$		$\times I_n =$		A	t acț. =		s
la scurtcircuit cu acționare temporizată	$I_{sd} =$		$\times I_r =$		A	t acț. =		s
	$I_{sd} =$		$\times I_n =$		A	t acț. =		s
la scurtcircuit cu acționare instantanee	$I_i =$		$\times I_r =$		A	t acț. =		s
	$I_i =$		$\times I_n =$		A	t acț. =		s
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)	Tip:			In, A		ΔI , mA		

Concluzii:

Instalația electrică corespunde cerințelor documentelor normativ-tehnice.

În cazul admiterii pe etape/provizoriu se va menționa despre aceasta

Inspector

inspector superior / inspector

Călărași

Serviciu Teritorial

Anatolie Aparatu

numele, prenumele


semnătura

Șef ST

inspector superior / inspector

Călărași

Serviciu Teritorial

Tudor Gavrilică

numele, prenumele


semnătura

Actul este înregistrat la ANRE cu nr. 425 din 22.07.2024

Notă. Actul se perfectează în două exemplare: 1 – se emite consumatorului final; 2 – se păstrează la ANRE.

*Am primit un exemplar
al actului de corespundere*





Republica Moldova

Agencia Națională pentru Reglementare în Energetică
ANRE

str. Alexandr Pușkin 52/A, MD 2005 Chișinău, Tel: 022 823 933, anre@anre.md, <http://www.anre.md>

I

ACT DE CORESPUNDERE

a instalației electrice de utilizare noi/reconstruite, sistemului de distribuție închis, centralei electrice și pentru transmiterea cu titlu gratuit a instalațiilor electrice

1. Proprietarul IMSP „Spitalul Raional Florești”, or. Florești, str. Ștefan cel Mare, 77, tel.069358869, DNO 1003607150140

denumirea, adresa juridică, tel., IDNO, e-mail

construcție de sănătate, asistența socială cu sursă de generare a energiei electrice (centrală fotovoltaică), or. Florești, str. Ștefan cel Mare, extravilan.

destinația instalației; adresa locului de consum

2. Reprezentantul proprietarului Ludmila CAPCELEA - administrator

funcția, numele, prenumele

3. Proiectul instalației electrice de racordare este elaborat de _____

denumirea instituției de proiectare, nr. certificatului; coordonarea proiectului, data coordonării

4. Proiectul instalației electrice de utilizare/centralei electrice este elaborat, SRL „ITA-LUMIS PROIECT”, executant Viorel BIBER, certificat nr. 0531 din 2020, verficator de proiecte 094 Viaceslav BUGAEVSCHI, aviz nr. 253 din noiembrie 2023, coordonat cu SA „RED NORD”.

denumirea instituției de proiectare, nr. certificatului; coordonarea proiectului, data coordonării

5. Executantul instalației electrice de racordare este _____

persoană fizică/ agent economic

electricianul autorizat _____ nr. autorizației _____ valabilă până la _____

numele, prenumele

Declarația electricianului autorizat _____.

6. Executantul instalației electrice de utilizare/centralei electrice este Serghei MEREJA

persoană fizică/ agent economic

electricianul autorizat Serghei MEREJA nr. autorizației 28 valabilă până la 28.07.2025.

numele, prenumele

Declarația electricianului autorizat din nr. 46 din 29.11.2023

7. Parametrii instalației electrice _____

a. Linii electrice aeriene - Tipul _____; Tensiunea _____ kV; Puterea proiectată _____ kW; Lungimea _____ km; Marca conductoarelor _____ și S _____ mm²; Marca stâlpilor _____ și nr. de stâlpi _____ Intersecții cu alte comunicații _____; Suspendarea comună cu LEA _____; Pierderi de tensiune (conform proiectului) _____ V.

b. Linii electrice în cablu – Tipul 2xABBГн(A)-LS+2xABBГн(A)-LS; Tensiunea 0,38 kV; Puterea proiectată 200 kW; Modul de amplasare igheab metalic; Lungimea 0,005+0,08 km; S= 5x50+5x50 mm²; Intersecții cu alte comunicații lipsesc; Pierderi de tensiune (conform proiectului) 0,38+6,84 V;

Linii electrice în cablu – Tipul BBГнrLS+BBГнrLS+BBГнrLS+BBГнrLS; Tensiunea 0,38 kV; Puterea proiectată _____ kW; Modul de amplasare igheab metalic; Lungimea 0,005+0,005+0,015+0,005 km; S= 5x35+5x35+5x35+5x35 mm²; Intersecții cu alte comunicații lipsesc; Pierderi de tensiune (conform proiectului) 0,76+0,76+1,14+0,38 V;

- c. **Posturi de Transformatoare**- Tipul ___; Nr./Puterea transformator de forță ___ kVA; Tensiunea ___ kV; Schema conectării înfășurărilor ___; Aparat de protecție U=10 kV, tip ___, I_{nom} ___ A; R prizei pământ ___ Ω; R izolație transf ___ MΩ; Sistemul de răcire al transformatorului _____;
- d. **Instalații de compensare a puterii reactive**: Tipul instalației _____; Tensiunea în punctul de racordare ___ kV; Puterea proiectată ___ kVAR; Numărul de faze _____; Numărul de trepte de reglare _____; Curentul maxim de lucru I_{max} ___ A; Diapazonul de reglare a valorii factorului de putere cosφ _____;
- e. **Generatoare electrice autonome**: Tip generator _____; Nr./Puterea ___ kVA; Numărul de faze _____; Tensiunea ___ kV; Tip aparat de protecție _____; I_{nom} ___ A; Tip întreruptor basculant _____; I_{nom} ___ A.
- f. **Centrale electrice solare PV**: Tip module LR-72HTH-580M; Nr./Puterea 345/0,580 kW; Tip invertor 4xSofar 50KTLX-G3; I_{max} 4x40 A; Tensiunea 180-1000 V; Tip aparat de protecție curent continuu gPV; I_{nom} 25 A; Numărul de faze 3. Modulele fotovoltaice sunt amplasate pe acoperiș.
- g. **Centrale electrice eoliene**: Tip instalație _____; Nr./Puterea ___ kW; Tip generator _____; Tensiunea ___ kV; Tip aparat de protecție curent continuu _____; I_{nom} ___ A; Numărul de faze _____.
- h. **Centrale electrice hidroelectrice**: Tip instalație _____; Nr./Puterea ___ kW; Tip generator _____; Tensiunea ___ kV;
- i. **Centrale de cogenerare pe biogaz**: Tip instalație de ardere _____; Nr./Puterea ___ kW; Tip generator _____; Tensiunea ___ kV;
- j. **Centrale de cogenerare pe biomasă solidă**: Tip cazan ___; Nr./Puterea ___ kW; Tip turbină _____; Tip generator _____; Tensiunea ___ kV.

8. Componenta sarcinii: -

se enumeră principalele receptoare electrice cu indicarea puterii lor nominale, inclusiv receptoarele de categoria I și II, kW

9. Au fost prezentate următoarele documente tehnice:

- a. Avizul de racordare nr. 4368 din „ 05” decembrie 2022, emis de SA „RED-Nord” pentru P_{aprobată} = 200 kW; I_{sc} = 3384 A, U = 0,4 kV; Punctul de racordare este stabilit: bornele cablurilor de ieșire ID-0.4 kV PT181FR5, fiderul №1-№11;
- b. Raport tehnic nr. 165 din 29.11.2023 cu privire la efectuarea măsurărilor și încercărilor de reglare-recepție și profilactice, ca parte integrantă a procesului de mentenanță a instalației electrice:
- aprecierea acționării protecției în instalațiile electrice cu neutrul legat la pământ cu sistema de legare la pământ TN, P-V nr. 03-1/RT 165 din 29.11.2023;
 - măsurarea rezistenței electrice a izolației echipamentelor, aparatelor și liniilor electrice, P-V nr. 01-1/RT 165 din 29.11.2023;
 - măsurarea rezistenței electrice a izolației a condensatoarelor și cablurilor de forță, P-V nr. 01-2/RT 165 din 29.11.2023;
 - măsurarea rezistenței de dispersie a prizei de pământ cu aparatul M-416, P-V nr. 02-1/RT 165 din 29.11.2023;
 - verificarea continuității electrice dintre priza de pământ și instalațiile împământate, P-V nr. 02-4/RT165 din 29.11.2023, întocmite de către laboratorul electrotehnic SRL „LT-Power Group”, autorizația nr. 1, valabilă pînă la 20.04.2025, șeful laboratorului Constantin LISNIC.
- Concluziile: Raportului tehnic confirmă că, instalația electrică de racordare și utilizare se admite conectarea la rețea operatorului de distribuție.
- c. Alte documente prezentate:
- actul de delimitare 008 din 18.01.2018;
 - proiectul de execuție, construcția centralei fotovoltaice, 200 kW, cu instalarea pe acoperișurile edificiilor: blocul chirurgical; blocul alimentar și al garajului pentru auto speciale a IMSP “Spitalul Raional Florești”, nr. cadastrale ale construcțiilor: 4501218.062.03; 4501218.062.06; 4501218.062.24; nr. 01-09/2023 - C - rezistență, întocmit de către SRL “PROIECT-DESIGN”

Irina CHIȘCO, certificat nr. 0360 din 2019, verificator de proiecte 0140 Eugenia CIOBANU, aviz nr. 698 din 24.10.2023;

- actul de recepție a lucrărilor de executare a instalației electrice nr. 1 din 16.11.2023;
- borderoul echipamentului electric montat din 16.11.2023;
- acte inspecției vizuale a instalației de legare la pământ înainte de acoperire nr. 3 din 16.11.2023;
- ordin nr. 2-A din 09.01.2023 cu privire la numirea persoanei responsabile de gospodăria electrică;
- lista mijloacelor de protecție și procesele verbale de verificări și încercări;
- contract individual de muncă nr.39 din 31.12.2022.;
- pașaportul tehnic al panourilor fotovoltaice model LR5-72HTH 580M, produse 2023;
- pașapoartele tehnice a invertorelor Solar 50KTLX-G3, produse în februarie 2023.

10. Persoana responsabilă de gospodăria electrică/exploatarea inofensivă a instalației electrice este: Anatol DOBROVOLSCHI, desemnată conform ordinului nr. 2-A din 09.01.2023, atestată la grupa de securitate electrică IV, talonul de autorizare nr. 694, eliberat de ST Soroca, DSE, ANRE.

denumirea Serviciului Teritorial

11. Date suplimentare: P contractată/declarată 380/200 kW,

Aparat de protecție: Întrerupător automat PDG1-PD1							Isc, A	1466
Șiguranță fuzibilă	Tip:	In, A		I _{fuz} , A		tact.=	s	
Întrerupător automat	Tip: VA88-35/M6E-250H/3P/250A				Caracteristica de declanșare			
Declanșator termic:	In, A					t act.=	s	
Declanșator electromagnetic:	Im, A							
Declanșator reglabil:	In, A	250	k=					
la suprasarcină	Ir=		×In =	180	A			
la scurtcircuit	Im=		×Ir =		A	t act.=	s	
	Im=		×In =		A	t act.=	s	
la scurtcircuit cu acționare temporizată	Isd=	3	×Ir =	440	A	t act.=	≤5 s	
	Isd=		×In =		A	t act.=	s	
la scurtcircuit cu acționare instantanee	Ii=		×Ir =		A	t act.=	s	
	Ii=		×In =		A	t act.=	s	
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)	Tip:			In, A			ΔI, mA	
Aparat de protecție Invertor nr. 1, nr. 2							Isc, A	1100
Șiguranță fuzibilă	Tip:	In, A		I _{fuz} , A		tact.=	s	
Întrerupător automat	Tip: VA88-33/M6E-160H/3P/100A				Caracteristica de declanșare			
Declanșator termic:	In, A					t act.=	s	
Declanșator electromagnetic:	Im, A							
Declanșator reglabil:	In, A	100	k=					
la suprasarcină	Ir=		×In =	90	A			
la scurtcircuit	Im=		×Ir =		A	t act.=	s	
	Im=		×In =		A	t act.=	s	
la scurtcircuit cu acționare temporizată	Isd=	4	×Ir =	360	A	t act.=	≤0,4 s	
	Isd=		×In =		A	t act.=	s	
la scurtcircuit cu acționare instantanee	Ii=		×Ir =		A	t act.=	s	
	Ii=		×In =		A	t act.=	s	
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)	Tip:			In, A			ΔI, mA	
Aparat de protecție Invertor nr. 3							Isc, A	1222
Șiguranță fuzibilă	Tip:	In, A		I _{fuz} , A		tact.=	s	
Întrerupător automat	Tip: VA88-33/M6E-160H/3P/100A				Caracteristica de declanșare			
Declanșator termic:	In, A					t act.=	s	
Declanșator electromagnetic:	Im, A							
Declanșator reglabil:	In, A	100	k=					
la suprasarcină	Ir=		×In =	90	A			

la scurtcircuit	Im=		×Ir=		Λ	t acț.=		s
	Im=		×In=		Λ	t acț.=		s
la scurtcircuit cu acționare temporizată	Isd=	6	×Ir=	540	Λ	t acț.=	≤0,4	s
	Isd=		×In=		Λ	t acț.=		s
la scurtcircuit cu acționare instantanee	Ii=		×Ir=		Λ	t acț.=		s
	Ii=		×In=		Λ	t acț.=		s
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)	Tip:				In, Λ		ΔI, mA	
Aparat de protecție Inverto nr. 4						Isc, Λ	628	
Siguranță fuzibilă	Tip:		In, Λ		I _{fuz} , Λ	t acț.=		s
Înterupător automat	Tip: VA88-33/M6E-160II/3P/100A						Caracteristica de declanșare	
Declanșator termic:	In, Λ					t acț.=		s
Declanșator electromagnetic:	Im, Λ							
Declanșator reglabil:	In, Λ	100	k=					
la suprasarcină	Ir=		×In=	90	Λ			
	Im=		×Ir=		Λ	t acț.=		s
la scurtcircuit	Im=		×In=		Λ	t acț.=		s
la scurtcircuit cu acționare temporizată	Isd=	4	×Ir=	360	Λ	t acț.=	≤0,4	s
	Isd=		×In=		Λ	t acț.=		s
la scurtcircuit cu acționare instantanee	Ii=		×Ir=		Λ	t acț.=		s
	Ii=		×In=		Λ	t acț.=		s
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)	Tip:				In, Λ		ΔI, mA	

Concluzii:

Instalația electrică corespunde cerințelor documentelor normativ-tehnice.

In cazul admiterii pe etape/provizoriu se va menționa despre aceasta

Sef ST Soroca
inspector superior / inspector

Inspector
inspector superior / inspector

Soroca
Serviciu Teritorial

Soroca
Serviciu Teritorial

Mihail SAPOJNIC
numele, prenumele

Vadim BOLDESCO
numele, prenumele

1 
semnătura

1 
semnătura

Actul este înregistrat la ANRE nr. 965 din 21.12.2023

Notă. Actul se perfectează în două exemplare: 1 – se emite consumatorului final; 2 – se păstrează la ANRE.

Receptionat 21.12.2023
Caprelea L. L.





Republica Moldova

Agenția Națională pentru Reglementare în Energetică ANRE

str. Pușkin, nr. 52A, MD-2005, Chișinău, tel: 022 823 955, anre@anre.md, <http://www.anre.md>

ACT DE CORESPUNDERE

a instalației electrice de utilizare noi/reconstruite, sistemului de distribuție închis, centralei electrice și pentru transmiterea cu titlu gratuit a instalațiilor electrice

1. Proprietarul IMSP Spital Raional Nisporeni, or. Nisporeni, str. Toma Ciorbă, 5, (078) 122 398,
c/f 1003609150340

denumirea, adresa juridică, tel., IDNO, e-mail

Centrală electrică fotovoltaică, or. Nisporeni, str. Toma Ciorbă, 5, num.cad. 6001205114.

destinația instalației, adresa locului de consum

2. Reprezentantul proprietarului administrator Ulinici Nadejda

funcția, numele, prenumele

3. Proiectul instalației electrice de racordare este elaborat de _____

denumirea instituției de proiectare, nr. certificatului; coordonarea proiectului, data coordonării

4. Proiectul instalației electrice de utilizare/centralei electrice este elaborat de _____
SRL „Eta-Lumis Proiect”, mun. Chișinău, proiectant Viorel Biber, certificat nr. 0531 din 2020,
domeniile C.4; verificator de proiecte nr. 094 Veaceslav Bugaevski, domeniile C4, 5, 6a, valabil de
la 22.12.2021 până la 22.12.2026, nr. 242/09.2023 de înregistrare a avizului; coordonat cu ÎCS
„Premier Energy Distribution” SA 27.11.2023.

denumirea instituției de proiectare, nr. certificatului; coordonarea proiectului, data coordonării

5. Executanțul instalației electrice de racordare este _____

persoană fizică/agent economic

electricianul autorizat _____ nr. autorizației _____ valabilă până la _____

numele, prenumele

Declarația electricianului autorizat din _____

6. Executanțul instalației electrice de utilizare/centralei electrice este _____

SRL „Eta-Lumis Proiect”

persoană fizică/agent economic

electricianul autorizat Mereja Serghei nr. autorizației 28 valabilă până la 28.07.2025

numele, prenumele

Declarația electricianului autorizat din 08.12.2023, nr. 46

7. Parametrii instalației electrice _____

a. Linii electrice aeriene - Tipul _____; Tensiunea _____ kV; Puterea proiectată _____ kW; Lungimea _____ km; Marca conductoarelor _____ și S, - _____ mm²; Marca stâlpilor _____ și nr. de stâlpi _____; Intersecții cu alte comunicații _____; Suspendarea comună cu LEA _____; Pierderi de tensiune (conform proiectului) _____ V.

b. Linii electrice în cablu - Tipul ABBГHr-LS+AIlyB; Tensiunea 0,4 kV; Puterea proiectată 100 kW; Modul de amplasare jgheab metalic; Lungimea 0,08 km; S, - 4x120+1x70 mm²; Intersecții cu alte comunicații lipsesc; Pierderi de tensiune (conform proiectului) _____ V.

Linii electrice în cablu - Tipul BBГHr-LS Tensiunea 0,4 kV; Puterea proiectată 50 kW; Modul

- de amplasare pe perete; Lungimea 0,01 km; S, - $5 \times 35 \text{ mm}^2$; Intersecții cu alte comunicații lipsesc; Pierderi de tensiune (conform proiectului) _____, V.
- Linii electrice în cablu - Tipul ABBГН-LS; Tensiunea 0,4 kV; Puterea proiectată 40 kW; Modul de amplasare jgheab metalic; Lungimea 0,095 km; S, - $5 \times 50 \text{ mm}^2$; Intersecții cu alte comunicații lipsesc; Pierderi de tensiune (conform proiectului) _____, V.
- Linii electrice în cablu - Tipul BBГН-LS Tensiunea 0,4 kV; Puterea proiectată 40 kW; Modul de amplasare pe perete; Lungimea 0,005 km; S, - $5 \times 25 \text{ mm}^2$; Intersecții cu alte comunicații lipsesc; Pierderi de tensiune (conform proiectului) _____, V.
- c. Posturi de Transformatoare - Tipul _____; Nr./Puterea transformator de forță _____ kVA; Tensiunea _____ kV; Schema conectării înfășurărilor _____/_____; Aparat de protecție $U=10$ kV, tip _____, I_{nom} _____ A; $R_{prizei \text{ pământ}}$ _____ Ω ; $R_{izolație}$ transformator _____ Ω ; Sistemul de răcire al transformatorului _____.
- d. Instalații de compensare a puterii reactive: Tipul instalației _____; Tensiunea în punctul de racordare _____ kV; Puterea proiectată _____ kVAR; Numărul de faze _____; Numărul de trepte de reglare _____; Curentul maxim de lucru I_{max} _____ A; Diapazonul de reglare a valorii factorului de putere $\cos\phi$ _____;
- e. Generatoare electrice autonome: Tip generator _____; Nr./Puterea _____ kVA; Numărul de faze _____; Tensiunea _____ kV; Tip aparat de protecție _____; I_{nom} _____ A; Tip întreruptor basculant _____; I_{nom} _____ A.
- f. Centrale electrice solare PV: Tip module LR5-72HTH-580M; Nr./Puterea 174/0,545 kW; Tip invertor Sofar 50KTLX-G3 - 2 buc; I_{max} 4x40 A; Tensiunea 180-1000 V; Tip aparat de protecție curent continuu siguranțe VA88-33/M6E-250H $I_n=180$ A; Numărul de faze trifazat.
Modulele fotovoltaice sunt amenajate pe acoperiș.
Centrale electrice solare PV: Tip module LR5-72HTH-580M; Nr./Puterea 68/0,545 kW; Tip invertor Sofar 40KTLX-G3; I_{max} 4x40 A; Tensiunea 180-1000 V; Tip aparat de protecție curent continuu siguranțe VA88-33/M6E-160H $I_n=80$ A; Numărul de faze trifazat.
Modulele fotovoltaice sunt amenajate pe acoperiș
- g. Centrale electrice eoliene: Tip instalație _____; Nr./Puterea _____ kW; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____;
- h. Centrale electrice hidroelectrice: Tip instalație _____; Nr./Puterea _____ kW; Tip generator _____; Tensiunea _____ kV;
- i. Centrale de cogenerare pe biogaz: Tip instalație de ardere _____; Nr./Puterea _____ kW; Tip generator _____; Tensiunea _____ kV;
- j. Centrale de cogenerare pe biomasă solidă: Tip cazan _____; Nr./Puterea _____ kW; Tip turbină _____; Tip generator _____; Tensiunea _____ kV;

8. Componența sarcinii

se enumeră principalele receptoare electrice cu indicarea puterii lor nominale, inclusiv receptoarele de categoria I și II, kW

9. Au fost prezentate următoarele documente tehnice:

- a. Avizul de racordare nr. G20602022120002 din "26" decembrie 2023, emis de cu ÎCS „Premier Energy Distribution” SA pentru $P_{aprobata} = 140$ kW; $I_{sc} = 3255$ A, $U = 400$ V. Punctul de racordare este stabilit la: PDC-149 fid. 18, PT-124G fid. 1, stifturi trafo - 0,4 kV.
- b. Raportul tehnic de măsurări și încercări în instalațiile electrice de racordare și de utilizare: Raport tehnic nr. 22 din 01.12.2023 cu privire la efectuarea măsurărilor și încercărilor de reglare- recepție și profilactice, ca parte integrantă a procesului de mentenanță a instalației electrice care include următoarele procese verbale:
- Proces - verbal nr. 22/01-1 din 01.12.2023 „Măsurarea rezistenței de izolație a aparatelor electrice, circuitelor secundare, cablurilor, rețelor de iluminat cu tensiune până la 1000 V”;
 - Proces - verbal nr. 22/02-2 din 01.12.2023 „Cu rezultate verificării continuității metalice dintre magistrale de protecție și elementele protejate”;
 - Proces - verbal nr. 22/03-1 din 01.12.2023 „Cu rezultatele verificării acționării protecției la instalații electrice cu electrice cu neutrul legat la pământ în sistemul TN”.

denumirea, numărul, data, procesele verbale

întocmite de către laboratorul electrotehnic ÎI "Oboroc Sergiu" or. Nisporeni
autorizația nr. 18, valabilă până la 26.07.2026, șeful laboratorului Oboroc Sergiu
Concluziile Raportului tehnic confirmă că, instalațiile electrice de racordare și utilizare
corespund cerințelor documentelor normativ-tehnice.
corespund

Alte documente prezentate, actul de recepție a lucrărilor de executare a instalației electrice,
documentația de predare-primire, convenții de exploatare comună, contracte de deservire,
pașapoarte a echipamentelor electrotehnice:

Lista mijloacelor de protecție din dotare a IMSP Spitalul Raional Nisporeni;

Proces verbal nr. 661 din 08.12.2023 „Încercarea mănușilor electroizolante”;

întocmit de către laboratorul electrotehnic SRL „HELIO” autorizația nr. 7, valabilă până la
28.02.2026, șeful laboratorului Alexandru LEVCO;

Proces verbal nr. 24/1 din 24.05.2023 „Încercarea mijloacelor de protecție”

întocmit de către laboratorul electrotehnic SA „ENERGOSERVICE”, autorizația nr. 031,
valabilă până la 23.07.2023, șeful laboratorului Pavel ILIESCU;

Borderoul echipamentului electric montat nr. 5 din 04.12.2023;

Act de recepție a lucrărilor de executare a instalației electrice nr. 5 din 04.12.2023;

Schema monofilară de alimentare cu energie electrică din 01.12.2023;

Actul de transmitere a echipamentului montat pentru efectuarea lucrărilor de reglare-
demarare;

Cerere pentru eliberarea actului de corespundere al centralei electrice fotovoltaice din
posesia IMSP Spital Raional Nisporeni, or. Nisporeni, str. Toma Ciorbă, 5, nr. 18217 din
18.12.2023;

Pașaportul invertoarelor 1-3 de modelul Sofar 50KTLX-G3, P_{AC} = 2x50 kW, U=230/400 V,
P_{DC}= 75 kW, anul producerii invertorului 2023; Sofar 40KTLX-G3, P_{AC} = 1x 40 kW,
U=230/400 V, P_{DC}= 60 kW, anul producerii invertorului 2023

Pașaportul modulelor fotovoltaice de tip LR5-72HTH-580M, P_{tot}=140,36 kW, anul producerii
modulelor fotovoltaice 2023;

denumirea documentului, data

10. Persoana responsabilă de gospodăria electrică/exploatarea inofensivă a instalației electrice
este: Romeo Nacu, desemnată conform ordinului nr. 392P din 28.11.2019,
nume, prenume

atestată la grupa de securitate electrică IV, talonul de autorizare nr. 168 este eliberat de
Serviciului Teritorial ANRE Călărași
denumirea Serviciului Teritorial

11. Date suplimentare: P contractată declarată 150/140 kW

Aparat de protecție		TGD sec 1 – PDG 1				Isc, A	786	
Siguranță fuzibilă	Tip:	In, A		Ifuz, A		t acț.=	s	
Înterupător automat	Tip: VA88-35/M6E-250H				Caracteristica de declanșare			
Declanșator termic:	In, A							
Declanșator electromagnetice:	Im, A				t acț.=		s	
Declanșator reglabil:	In, A	250	k=					
la suprasarcină	Ir=		×In =	180	A			
la scurtcircuit	Im=		×Ir =		A	t acț.=	s	
	Im=		×In =		A	t acț.=	s	
la scurtcircuit cu acționare temporizată	Isd=	4	×Ir =	720	A	t acț.=	≤ 0,1	
	Isd=		×In =		A	t acț.=	s	
la scurtcircuit cu acționare instantanee	Ii=		×Ir =		A	t acț.=	s	

Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)		$I_i =$		$\times I_n =$		A	$t_{act} =$		s
		Tip:		In, A			$\Delta I, mA$		
Aparat de protecție PDI – Invertor 1									
Siguranță fuzibilă		Tip:		In, A		I_{sc}, A	636		
Înterupător automat		Tip: VA88-33/M6E-160H			I_{fuz}, A		$t_{act} =$		s
Declanșator termic:		In, A		Caracteristica de declanșare					
Declanșator electromagnetic:		In, A		$t_{act} =$					
Declanșator reglabil:		In, A	100	k =					s
la suprasarcină		$I_r =$		$\times I_n =$	90	A			
la scurtcircuit		$I_m =$		$\times I_r =$		A	$t_{act} =$		s
		$I_m =$		$\times I_n =$		A	$t_{act} =$		s
la scurtcircuit cu acționare temporizată		$I_{sd} =$	6	$\times I_r =$	540	A	$t_{act} =$	$\leq 0,1$	s
		$I_{sd} =$		$\times I_n =$		A	$t_{act} =$		s
la scurtcircuit cu acționare instantanee		$I_i =$		$\times I_r =$		A	$t_{act} =$		s
		$I_i =$		$\times I_n =$		A	$t_{act} =$		s
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)		Tip:		In, A			$\Delta I, mA$		
Aparat de protecție PDI – Invertor 2									
Siguranță fuzibilă		Tip:		In, A		I_{sc}, A	636		
Înterupător automat		Tip: VA88-33/M6E-160H			I_{fuz}, A		$t_{act} =$		s
Declanșator termic:		In, A		Caracteristica de declanșare					
Declanșator electromagnetic:		In, A		$t_{act} =$					
Declanșator reglabil:		In, A	100	k =					s
la suprasarcină		$I_r =$		$\times I_n =$	90	A			
la scurtcircuit		$I_m =$		$\times I_r =$		A	$t_{act} =$		s
		$I_m =$		$\times I_n =$		A	$t_{act} =$		s
la scurtcircuit cu acționare temporizată		$I_{sd} =$	6	$\times I_r =$	540	A	$t_{act} =$	$\leq 0,1$	s
		$I_{sd} =$		$\times I_n =$		A	$t_{act} =$		s
la scurtcircuit cu acționare instantanee		$I_i =$		$\times I_r =$		A	$t_{act} =$		s
		$I_i =$		$\times I_n =$		A	$t_{act} =$		s
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)		Tip:		In, A			$\Delta I, mA$		
Aparat de protecție TGD sec 2 – PDG 2									
Siguranță fuzibilă		Tip:		In, A		I_{sc}, A	604		
Înterupător automat		Tip: VA88-33/M6E-160H			I_{fuz}, A		$t_{act} =$		s
Declanșator termic:		In, A		Caracteristica de declanșare					
Declanșator electromagnetic:		In, A		$t_{act} =$					
Declanșator reglabil:		In, A	100	k =					s
la suprasarcină		$I_r =$		$\times I_n =$	90	A			
la scurtcircuit		$I_m =$		$\times I_r =$		A	$t_{act} =$		s
		$I_m =$		$\times I_n =$		A	$t_{act} =$		s
la scurtcircuit cu acționare temporizată		$I_{sd} =$	6	$\times I_r =$	540	A	$t_{act} =$	$\leq 0,4$	s
		$I_{sd} =$		$\times I_n =$		A	$t_{act} =$		s
la scurtcircuit cu acționare instantanee		$I_i =$		$\times I_r =$		A	$t_{act} =$		s
		$I_i =$		$\times I_n =$		A	$t_{act} =$		s
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)		Tip:		In, A			$\Delta I, mA$		

Aparat de protecție		PD2 – Invertor 3				Isc, A	636	
Siguranță fuzibilă	Tip:	In, A		Ifuz, A		tact, =	s	
Înterupător automat	Tip: VA88-33/M6E-160H				Caracteristica de declanșare			
Declanșator termic:	In, A							
Declanșator electromagnetic:	Im, A			tact, =			s	
Declanșator reglabil:	In, A	100	k=					
la suprasarcină	Ir=		×In =	80	A			
la scurtcircuit	Im=		×Ir =		A	tact, =	s	
	Im=		×In =		A	tact, =	s	
la scurtcircuit cu acționare temporizată	I _{sd} =	5	×Ir =	400	A	tact, =	≤ 0,4 s	
	I _{sd} =		×In =		A	tact, =	s	
la scurtcircuit cu acționare instantanee	Ii=		×Ir =		A	tact, =	s	
	Ii=		×In =		A	tact, =	s	
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)		Tip:		In, A		ΔI, mA		

Concluzii:

Instalația electrică corespunde cerințelor documentelor normativ-tehnice.

în cazul admiterii pe etape provizorii se va menționa despre aceasta:

Inspector superior
inspector superior / inspector

Șef Serviciul Teritorial
Șef Serviciul Teritorial/ inspector superior / inspector

Călărași
Serviciu Teritorial

Călărași
Serviciu Teritorial

Tudor Gavriță
numele, prenumele

Nicolae Stratan
numele, prenumele


semnătura


semnătura

Actul este înregistrat la ANRE cu nr. 1105 din 29 decembrie 2023

Notă. Actul se perfectează în două exemplare: 1 – se emite consumatorului final; 2 – se păstrează la ANRE.



Republica Moldova

Agencia Națională pentru Reglementare în Energetică
ANRE

str. Pușkin, nr. 52A, MD-2005, Chișinău, tel: 022 823 955. office@anre.md, <http://www.anre.md>

ACT DE CORESPUNDERE

a instalației electrice de utilizare noi/reconstruite, sistemului de distribuție închis,
centralei electrice și pentru transmiterea cu titlu gratuit a instalațiilor electrice

1. Proprietarul IMSP „Spitalul Rațional Cahul”, mun. Cahul, str. Ștefan cel Mare, 23, tel. 067562839,
1009603003860, inspcahul@ms.md

Centrală electrică fotovoltaică, mun. Cahul, str. Ștefan cel Mare, 122

2. Reprezentantul proprietarului director, Vasile Rotaru
3. Proiectul instalației electrice de racordare este elaborat de: instalație electrică de racordare existentă

4. Proiectul instalației electrice de utilizare/centralei electrice este elaborat de SRL „ETA-LUMIS PROIECT”, Proiect nr. 33/23-FEE, proiectant V. Biber, certificat seria P – 2020 nr. 0531 c4, verificat de verificatorul de proiecte nr. 094 Veaceslav Bugaevski domeniile C.4, 5, 6a, valabil până la 22.12.2026 aviz de verificare nr. 313/11.2023, coordonat cu ÎCS „Premier Energy Distribution” SA la data 15.11.2023

5. Executantul instalației electrice de racordare este _____
electricianul autorizat _____ nr. autorizației _____ valabilă până la _____
Declaratia electricianului autorizat din _____

6. Executantul instalației electrice de utilizare/centralei electrice este SRL „AM SISTEM”
electricianul autorizat Ion Murzin nr. autorizației 3087 valabilă până la 27.09.2024
Declaratia electricianului autorizat nr. 10 din 12.12.2023

7. Parametrii instalației electrice Centrală electrică fotovoltaică
- a. Linii electrice aeriene 10 kV - Tipul _____; Tensiunea _____ kV; Puterea proiectată _____ kW; Lungimea _____ km; Marca conductoarelor _____ și S, - _____ mm²; Marca stâlpilor _____ și nr. de stâlpi _____; Intersecții cu alte comunicații _____; Suspendarea comună cu LEA _____; Pierderi de tensiune (conform proiectului) _____, V.
- b. Linii electrice în cablu 10 kV - Tipul _____; Tensiunea _____ kV; Puterea proiectată _____ kW; Modul de amplasare _____; Lungimea _____ km; S, - _____ mm²; Intersecții cu alte comunicații _____; Pierderi de tensiune (conform proiectului) _____, V.
- c. Linii electrice în cablu TDG2 – PD1 - Tipul H2, NA2XH-O Tensiunea 0,38 kV; Puterea proiectată 50 kW; Modul de amplasare în igheab metalic; Lungimea 0,07 km; S, 5(1×70) mm²; Intersecții cu alte comunicații - ; Pierderi de tensiune (conform proiectului) - , V.
- d. Linii electrice în cablu TDG2 – PD2 - Tipul H2, NA2XH-O Tensiunea 0,38 kV; Puterea proiectată 50 kW; Modul de amplasare în igheab metalic; Lungimea 0,07 km; S, 5(1×70) mm²; Intersecții cu alte comunicații - ; Pierderi de tensiune (conform proiectului) - , V.

3. PV nr. 02-1/RT164 din 29.11.2023, Măsurări a rezistenței prizei de pământ cu aparatul M416.

4. PV nr. 02-4/RT164 din 29.11.2023, Verificarea continuității electrice dintre priza de pământ și instalațiile legate la ea.

5. PV nr. 03-1/RT164 din 29.11.2023, Verificarea acționării protecției cu aparatul M417.

întocmite de către laboratorul electrotehnic SRL „LT-Power Group”
autorizația nr. 1, valabilă până la 19.04.2025, șeful laboratorului Constantin Lisnic.

Concluziile Raportului tehnic confirmă că, instalațiile electrice de racordare și utilizare corespund cerințelor documentelor normativ-tehnice.

c. Alte documente prezentate, actul de recepție a lucrărilor de executare a instalației electrice, documentația de predare-primire, convenții de exploatare comună, contracte de deservire, pașapoarte a echipamentelor electrotehnice:

- ACT nr. 1 din 12.12.2023 de recepție a lucrărilor de executare a instalației electrice.

- Borderoul din 12.12.2023 echipamentului electric montat f/n.

- ACT nr. 2 din 12.12.2023 de transmitere a echipamentului montat pentru efectuarea lucrărilor de reglare-demarare.

- ACT nr. 3 din 12.12.2023 Inspectării vizuale a instalației de legare la pământ înainte de acoperire.

- Ordin nr. 39 din 27.01.2023, cu privire la numirea persoanei responsabile de gospodăria electrică.

- Lista personalului implicat în deservirea centralei electrice fotovoltaice.

- Proiect de execuție nr. 08-09/2023 – C instalarea centralei electrice fotovoltaice pe acoperișul.

- Lista mijloacelor de protecție cu PV.

- Pașaportul invertorului Sofar 50KTLX-G3, data producerii 24.10.2022.

- Pașaportul panourilor fotovoltaice LRS-72HTH-580M, data producerii 24.10.2022.

- Buletine de verificare metrologică pentru contor electric și a transformatoarelor de curent.

denumirea documentului, data

10. Persoana responsabilă de gospodăria electrică/exploatarea inofensivă a instalației electrice este: Alexandru Nebunu, desemnată conform ordinului nr. 39 din 27.01.2023
nume, prenume

atestată la grupa de securitate electrică IV, talonul de autorizare nr. CH-283 este eliberat de Serviciul Teritorial ANRE Cahul.
denumirea Serviciului Teritorial

11. Date suplimentare: P contractată/declarată 200/100 kW.

Aparat de protecție Intrerupător automat pentru Invertorul 1						Isc, A	1466
Siguranță fuzibilă	Tip:	In, A		Iuz, A		t act. =	s
Intrerupător automat	Tip: VA88-33/M46E-160H				Caracteristica de declanșare		
Declanșator termic:	In, A						
Declanșator electromagnetice:	IIn, A					t act. =	s
Declanșator reglabil:	In, A	160	I _n =				
la suprasarcină	I _r =		I _r =	100	A		
la scurtcircuit	I _{rn} =		I _{rn} =		A	t act. =	s
	I _{rm} =		I _{rm} =		A	t act. =	s
la scurtcircuit cu acționare temporizată	I _{sd} =	5	I _r =	500	A	t act. =	0,4
	I _{sd} =		I _{rn} =		A	t act. =	s
la scurtcircuit cu acționare instantanee	I _r =	10	I _r =	1000	A	t act. =	0,2
	I _{rn} =		I _{rn} =		A	t act. =	s

- e. Linii electrice în cablu PD1-Invertor 1, Tipul ВВГнгLS Tensiunea 0.38 kV; Puterea proiectată 50 kW; Modul de amplasare în igheab metalic; Lungimea 0,005 km; S. 5×35 mm²; Intersecții cu alte comunicații - ; Pierderi de tensiune (conform proiectului) - ,V.
- f. Linii electrice în cablu PD2-Invertor 2, Tipul ВВГнгLS Tensiunea 0.38 kV; Puterea proiectată 50 kW; Modul de amplasare în igheab metalic; Lungimea 0,005 km; S. 5×35 mm²; Intersecții cu alte comunicații - ; Pierderi de tensiune (conform proiectului) - ,V.
- g. Posturi de Transformatoare - Tipul _____; Nr./Puterea transformator de forță _____ kVA; Tensiunea / _____ kV; Schema conectării înfășurărilor _____; Aparat de protecție U=10 kV, tip _____, I_{nom} _____ A; R_{prizei pământ} _____ Ω; R_{izolație transformator} _____ Ω; Sistemul de răcire al transformatorului _____.
- h. Instalații de compensare a puterii reactive: Tipul instalației _____; Tensiunea în punctul de racordare _____ kV; Puterea proiectată _____ kVA; Numărul de faze _____; Numărul de trepte de reglare _____; Curentul maxim de lucru I_{max} _____ A; Diapazonul de reglare a valorii factorului de putere cosφ _____;
- i. Generatoare electrice autonome: Tip generator _____; Nr./Puterea _____ kVA; Numărul de faze _____; Tensiunea _____ kV; Tip aparat de protecție _____; I_{nom} _____ A; Tip întreruptor basculant _____; I_{nom} _____ A.
- j. Centrală electrică fotovoltaică
Invertor 1: Tip module LR5-72HTH-580M; Nr./Puterea 93 / 0,58 kW; Tip invertor Sofar 50KTLX-G3; I_{max} 40 A; Tensiunea 180-1000 V; Tip aparat de protecție curent continuu SDF-30 cu siguranțe fuzibile de tip 10×38 ; I_{nom} 20 A; Numărul de faze 3.
 Modulele fotovoltaice sunt amenajate pe acoperiș.
Invertor 2: Tip module LR5-72HTH-580M; Nr./Puterea 80 / 0,58 kW; Tip invertor Sofar 50KTLX-G3; I_{max} 40 A; Tensiunea 180-1000 V; Tip aparat de protecție curent continuu SDF-30 cu siguranțe fuzibile de tip 10×38 ; I_{nom} 20 A; Numărul de faze 3.
 Modulele fotovoltaice sunt amenajate pe acoperiș.
- k. Centrale electrice eoliene: Tip instalație _____; Nr./Puterea _____ kW; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____.
- l. Centrale electrice hidroelectrice: Tip instalație _____; Nr./Puterea _____ kW; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____.
- m. Centrale de cogenerare pe biogaz: Tip instalație de ardere _____; Nr./Puterea _____ kW; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____.
- n. Centrale de cogenerare pe biomasă solidă: Tip cazan _____; Nr./Puterea _____ kW; Tip turbină _____; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____.

8. Componenta sarcinii

se numără principalele receptoare electrice cu indicarea puterii lor nominale, inclusiv receptoarele de categoria I și II, kW

9. Au fost prezentate următoarele documente tehnice:

- a. Avizul de racordare nr. G30302022120011 din 22.12.2022 emis de ÎCS „Premier Energy Distribution” SA pentru P aprobată = 100 kW; I_{sc} = 5116 A, U = 380 V.
 Punctul de racordare este stabilit la;
PDC – 203, fid. 13, PT – 88S/630 kVA, F – I, ID – 0,4 kV – baza
PDC – 203, fid. 11, PT – 90S/630 kVA, F – I, ID – 0,4 kV – rezerv
- b. 1. Raportul tehnic de măsurări și încercări în instalațiile electrice de racordare și de utilizare: Raport tehnic nr. 164 din 29.11.2023.

denunțarea, numărul, data, procesele verbale

1. PV nr. 01-1/RT164 din 29.11.2023, Măsurarea rezistenței de izolație a aparatelor electrice, circuitelor secundare, cablurilor, rețelelor de iluminat cu tensiunea până la 1000 V.
2. PV nr. 01-2/RT164 din 29.11.2023, Măsurarea rezistenței de izolație a condensatoarelor și cablurilor de forță.

Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)	Tip:	In, A		ΔI , mA	
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Aparat de protecție Intrenupător automat pentru Invertonul 2				Isc, A	1375
Siguranță fuzibilă	Tip	In, A	I _{fuz} , A	t _{act} =	s
Intrenupător automat	Tip: VA88-33/M6E-160H			Caracteristica de declanșare	
Declanșator termic:	In, A				
Declanșator electromagnetic:	I _m , A			t _{act} =	s
Declanșator reglabil:	In, A	160	k =		
la suprasarcină	I _r =		x I _n =	100	A
la scurtcircuit	I _m =		x I _r =		A
	I _m =		x I _n =		A
la scurtcircuit cu acționare temporizată	I _{sd} =	5	x I _r =	500	A
	I _{sd} =		x I _n =		A
la scurtcircuit cu acționare instantanee	I _i =	10	x I _r =	1000	A
	I _i =		x I _n =		A
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)	Tip:	In, A		ΔI , mA	

Concluzii:

Instalația electrică corespunde cerințelor documentelor normativ-tehnice.

In cazul admiterii pe etape/provizionu se va menționa despre aceasta

Inspector superior
inspector superior / inspector

Cahul
Serviciu Teritorial

Nicolai GAIDARJI
numele, prenumele

Șef Serviciu Teritorial
Șef Serviciu Teritorial / inspector superior / inspector

Cahul
Serviciu Teritorial

Nicolae Ciobu
numele, prenumele

Actul este înregistrat la ANRE cu nr. 72 din 12.02.2024.

Notă. Actul se perfectează în două exemplare: 1 – se emite consumatorului final; 2 – se păstrează la ANRE.





Republica Moldova

Agenția Națională pentru Reglementare în Energetică
ANRE

str. Pușkin, nr. 52/A, MD-2005, Chișinău, tel: 022 823 955, anre@anre.md http://www.anre.md

ACT DE CORESPUNDERE

a instalației electrice de utilizare noi/reconstruite, sistemului de distribuție închis,
centralei electrice și pentru transmiterea cu titlu gratuit a instalațiilor electrice

1. Proprietarul IMSP Spitalul Raional Stefan Vodă, or. Stefan Vodă, str. Nicolae Testimitionu 1,
r-nul Stefan Vodă, tel. 067562839, c/f 1003608150228, e-mail: srstefanvoda@ms.md

denumirea, adresa juridică, nr. / IDHU, orajul

Centrală electrică fotovoltaică or. Stefan Vodă, str. Nicolae Testimitionu 1, r-nul Stefan Vodă,

destinația instalației, adresa locului de consum

2. Reprezentantul proprietarului administrator, Pelin Victor

funcția, numele, prenumele

3. Proiectul instalației electrice de racordare este elaborat de:

denumirea instituției de proiectare, nr. certificată, coordonarea proiectului, data coordonării

4. Proiectul instalației electrice de utilizare/centralei electrice este elaborat de: SRL "Eta-Lumis
Proiect", proiectant dl Biher Viorel, seria P-2020 nr. 0531 din 11.03.2020, proiect nr. 30/23 EEF,
coordonat cu ÎCS "Premier Energy Distribution" SA la data de 28.07.2023, verificat de verificatorul
de proiecte 094 dl Bugaevski Veaceslav, domeniile C.4, 5, 6a valabil până la 22.12.2026
Compartimentul rezistenței construcției, proiect nr. 30/23 - C, elaborat de SRL "Proiect-Design",
proiectant dna Chisco Irina, seria P-2019, nr. 0360 din 09.10.2019, domeniile B. 1, 2, 7, verificator de
proiect dl Ciobanu Nicolae, domeniile B.1,2,7, valabil până la 21.01.2025.

denumirea instituției, achizițiile autorizăției, licenței, coordonarea proiectului, data coordonării

5. Executantul instalației electrice de racordare este

persoană fizică/ agent economic

electricianul autorizat _____ nr. autorizației _____ valabilă până la _____

numele, prenumele

Declarația electricianului autorizat din _____

6. Executantul instalației electrice de utilizare/centralei este

SRL „Am Sisteme”

persoană fizică/ agent economic

electricianul autorizat Murzin Ion nr. autorizației 3087 valabilă până la 27.09.2024

numele, prenumele

Declarația electricianului autorizat din _____ 12.12.2023

7. Parametrii instalației electrice:

- Linii electrice aeriene 10 kV - Tipul _____; Tensiunea _____ kV; Puterea proiectată _____ kW; Lungimea _____ km; Marca conductoarelor _____ și S_c _____ mm²; Marca stâlpilor _____ și nr. de stâlpi _____; Intersecții cu alte comunicații _____ nu sunt _____; Suspendarea comună cu LEA _____; Pierderi de tensiune _____, V.
- Linii electrice în cablu - Tipul _____; Tensiunea _____ kV; Puterea proiectată _____ kW; Modul de amplasare _____ subteran _____; Lungimea _____ km; S _____ mm²; Intersecții cu alte comunicații _____; Pierderi de tensiune _____, V.
- Posturi de Transformatoare - Tipul _____; Nr/Puterea transformator de forță _____ kVA; Tensiunea _____ kV; Schema conectării înfășurărilor _____; Aparat de protecție, de tip, I_{nom} _____ A; R prizei pământ Ω ; R scobite transformator _____ M Ω ; Sistemul de răcire al transformatorului _____.
- Instalații de compensare a puterii reactive: Tipul instalației _____; Tensiunea în punctul de racordare _____ kV; Puterea proiectată _____ kVAr; Numărul de faze _____; Numărul de trepte _____

- de reglare _____; Curentul maxim de lucru I_{nom} _____ A; Diapazonul de reglare a valorii factorului de putere cos ϕ _____; Nr./Puterea _____ kVA; Numărul de faze _____
- e. **Generatoare electrice autonome:** Tip generator _____; Nr./Puterea _____ kVA; Numărul de faze _____; Tensiunea _____ kV; Tip aparat de protecție _____; I_{nom} _____ A.
- f. **Centrale electrice fotovoltaice:** Tip module _____; Nr./Puterea _____ kW; Tip invertor _____; Tensiunea _____ V; Tip aparat de protecție curent continuu - siguranță cu element luzibil _____; I_{nom} _____ A; Numărul de faze _____ sunt amenajate pe acoperiș.
- g. **Centrale electrice eoliene:** Tip instalație _____; Nr./Puterea _____ kW; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____
- h. **Centrale electrice hidroelectrice:** Tip instalație _____; Nr./Puterea _____ kW; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____
- i. **Centrale de cogenerare pe biogaz:** Tip instalație de ardere _____; Nr./Puterea _____ kW; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____
- j. **Centrale de cogenerare pe biomasă solidă:** Tip cazan _____; Nr./Puterea _____ kW; Tip turbină _____; Tip generator _____; Tensiunea _____ kV; Tip aparat de protecție curent continuu _____; I_{nom} _____ A; Numărul de faze _____

8. Componența sarcinii:

9. Au fost prezentate următoarele documente tehnice:

- Avizul de racordare nr. G20802022120007 din "19" 12.2022, emis de ÎCS „Premier Energy Distribution” SA pentru $P_{aprobata} = 100$ kW; $I_{sc} = 3,255$ kA; $U = 0,4$ kV. Punctul de racordare este stabilit la PDC-109, fid. 4, PT-59S11, fid. nr. 1, ID-0,4 kV.
- Raportul tehnic de măsurări și încercări în instalațiile electrice de racordare și de utilizare nr. 149 din 25.10.2023.

denumirea, numărul, data, procesele verbale

- Proces-verbal nr. 02-1/RT149 din 30.08.2023 – Măsurarea rezistenței prizei de pământ;
- Proces-verbal nr. 01-2/RT149 din 30.08.2023 – Măsurarea rezistenței de izolație a condensatoarelor și cablurilor de forță.
- Proces-verbal nr. 02-4/RT149 din 30.08.2023 – Verificarea continuității electrice dintre instalația legată la priza de pământ și instalațiile protejate;
- Proces-verbal nr. 03-1/RT149 din 30.08.2023 – Aprecierea acționării protecției în instalațiile electrice cu neutrul legat la pământ, cu sistema de legare la pământ TN.

Întocmite de către laboratorul electrotehnic SRL „LT-Power Group”, autorizația nr. 1, valabilă până la 19.04.2025, șeful laboratorului Lisnic Constantin.

Concluziile Raportului tehnic confirmă că, instalațiile electrice de racordare și utilizare corespund cerințelor documentelor normativ-tehnice.

corespund

c. Alte documente prezentate:

- Avizul de racordare nr. G20802022120007 din 19.12.2022, emis de ÎCS „Premier Energy Distribution” SA;
- Declarația executantului nr. 9 din 12.12.2023, depusă de către SRL „Am Sisteme” prin electricianul autorizat Murzin Ion nr. autorizației 3087 valabilă până la 27.09.2024;
- Act de recepție a lucrărilor de executare a instalațiilor electrice nr. 1 din 12.12.2023;
- Act de transmitere a echipamentului montat pentru efectuarea lucrărilor de reglare-demarare, nr. 2 din 12.12.2023;
- Borderoul echipamentului electric montat din 12.12.2023;
- Act inspectării vizuale a instalației de legare la pământ înainte de acoperire, nr. 3 din 12.12.2023;

- Actul de delimitare a instalațiilor electrice ale Furnizorului față de instalațiile de utilizare a Consumatorului în baza dreptului de proprietate și responsabilității pentru exploatarea lor nr. R208020090503/0144VM din 22.05.2009.
- Lista mijloacelor de protecție și Rapoartele tehnice ale acestora, întocmite de către laboratorul electrotehnice „Gheorghe Musteță” I.I, autorizația nr. 86, valabilă până la 29.03.2024, șeful laboratorului Gheorghe Musteță;
- Proiectul de execuție a centralei electrice nr. 30/23-EFF;
- Aviz de verificare a proiectului de execuție nr. 191/08.2023;
- Proiectul compartimentului rezistenței construcției nr. 30/23 - C;
- Aviz de verificare a proiectului compartimentului rezistenței construcției nr. CH-80/3 din 21.08.23;
- Copia pașaportului invertorului de tip Sofar-50KTLX-G3 cu $P_n=50$ kW, anul producerii nu a putut fi stabilit;
- Copia pașaportului modulelor fotovoltaice model LONGI de tip LR5-72HFFH-580M, $P=0,580$ kW, anul producerii nu a putut fi stabilit.

10. Persoana responsabilă de gospodăria electrică/exploatarea inofensivă a instalației electrice este: inginerul electric dl Salaur Petru, desemnată conform ordinului nr. 57 din 29.08.2019, atestată la grupa de securitate electrică IV, talonul de autorizare nr. 376 eliberat de Serviciul Teritorial ANRE Căușeni

Autoritatea Serviciului Teritorial

11. Date suplimentare: P contractat/declarată 300 kW/100 kW

Aparat de protecție: Tabloul de evidență						Isc, A	4000
Siguranță fuzibilă	Tip:	In, A	I _{fuz} , A	t _{act} , s			s
Înterupător automat	Tip: VA88-40/M6E-800H, 3P			Caracteristica de declanșare			
Declanșator termic:	In, A						s
Declanșator electromagnetic:	Im, A			t _{act} , s			s
Declanșator reglabil:	In, A	630	k=				
la suprasarcină	I _r =		×I _n =	560	A	t _{act} , s	
	I _m =		×I _r =		A	t _{act} , s	
la scurtcircuit	I _m =		×I _n =		A	t _{act} , s	s
	I _{sd} =	6	×I _r =	3360	A	t _{act} , s	≤ 5
la scurtcircuit cu acționare temporizată	I _{sd} =		×I _n =		A	t _{act} , s	s
	I _i =		×I _r =		A	t _{act} , s	s
la scurtcircuit cu acționare instantanee	I _i =		×I _n =		A	t _{act} , s	s
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)	Tip:		In, A			ΔI, mA	

Aparat de protecție: Invertor 1, 2						Isc, A	1047
Siguranță fuzibilă	Tip:	In, A	I _{fuz} , A	t _{act} , s			s
Înterupător automat	Tip: 2×VA88-33/M6-160H, 3P			Caracteristica de declanșare			10In
Declanșator termic:	In, A	100					
Declanșator electromagnetic:	Im, A	1000		t _{act} , s	≤ 0,4		s
Declanșator reglabil:	In, A		k=				
la suprasarcină	I _r =		×I _n =		A	t _{act} , s	
	I _m =		×I _r =		A	t _{act} , s	s
la scurtcircuit	I _m =		×I _n =		A	t _{act} , s	s
	I _{sd} =		×I _r =		A	t _{act} , s	s
la scurtcircuit cu acționare temporizată	I _{sd} =		×I _n =		A	t _{act} , s	s
	I _i =		×I _r =		A	t _{act} , s	s
la scurtcircuit cu acționare instantanee	I _i =		×I _n =		A	t _{act} , s	s
Dispozitiv de protecție contra curenților diferențiali reziduali (DDR cu ΔI maxim)	Tip:		In, A			ΔI, mA	

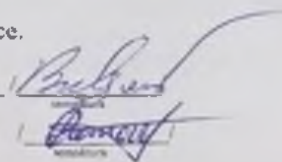
Concluzii:

Instalația electrică corespunde cerințelor documentelor normativ-tehnice.

Inspector inspector superior
inspector superior / inspector

ST Căușeni
Serviciu Teritorial

V. Bulgari
asistent, prezentare



Inspector Sef
Șef Serviciu Teritorial / inspector superior / inspector

ST Căușeni
Serviciu Teritorial

R. Ochisor
asistent, prezentare

Actul este înregistrat la ANRE cu nr. 41 din 23.01.2024

Notă. Actul se perfectează în două exemplare: 1 – se emite consumatorului final; 2 – se păstrează la ANRE.



SPITALUL
RAIONAL
STEFAN-VODA