



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE/ДАТА: 15.03.2012
Providers of training courses in translation	REFERENCE: RFQ 2012/EUBAM/018

Dear Sir / Madam,

You are kindly requested to submit your quotation for the following items before **15:00 (Ukrainian time) on 29.03.2012.**

Item Поз.	Generic Description
	<p>Provision of short courses in translation (English-Russian) of legal documents - customs and border related materials</p> <p>Attachments:</p> <ol style="list-style-type: none"> 1. Annex 1 – Terms of Reference 2. Annex 2 - General Terms and Conditions. 3. Annex 3 - Price Schedule 4. Annex 4 - Organization Profile Form

CONDITIONS	
Validity of Quotation	<input type="checkbox"/> 30 DAYS / ДНЕЙ <input checked="" type="checkbox"/> 60 DAYS / ДНЕЙ
Preliminary Examination - Completeness of quotation.	<input type="checkbox"/> Partial bids permitted by complete Lots <input checked="" type="checkbox"/> Partial bids not permitted
General Terms and Conditions Общие положения и условия	Copy enclosed (see Annex II) Копия прилагается (см. Приложение II)

Please state (where appropriate)	
VAT payers shall indicate VAT in the offered price	The currency of the offer

REQUIREMENTS / ТРЕБОВАНИЯ

QUOTATIONS/OFFERS PRESENTATION REQUIREMENTS:

The offer shall comprise the following documents (not subject to return upon evaluation):

- ✓ Organization information (brief information)
- ✓ Language of Offer – English;
- ✓ Filled-in the Company profile form (see Annex 4 below)
- ✓ Statement on adherence to UNDP General Terms and Conditions and Payment and Delivery Terms above

MINIMUM QUALIFICATION REQUIREMENTS:

- ✓ Compliance with the requirements described in the Annex 1 – Terms of Reference (TOR)
- ✓ Adherence to UNDP General Terms and Conditions and Payment and Delivery Terms

Offers will be evaluated based on their responsiveness to the minimum technical specifications and the minimum qualification requirements; contract will be awarded to the lowest priced technically qualified Offeror, whose proposed delivery and other terms are in compliance with the requirements of this solicitation document. UNDP reserves right to increase or decrease the total quantity of the order by 25% against quantities advertised in this solicitation.

NAME, FUNCTIONAL TITLE: **Georg Eichhorn, Chief of Administration**

Signature:  DATE: 15/3/2012

CONTACT PERSON: Antuanela Poenaru, Procurement Specialist/EUBAM

CONTACT ADDRESS: 13, Uytyna str., 65012, Odessa, Ukraine, FAX NO: +38048 365278

E-MAIL ADDRESS: procurement@eubam.org

SUBMISSION OF OFFERS / ПРЕДОСТАВЛЕНИЕ ПРЕДЛОЖЕНИЙ:

- email address tenders@eubam.org with the following reference in the subject line of the email “UNDP RFQ # 2012/EUBAM /018”, or
- Via post, in the sealed envelope to the following address: EUBAM, 13, Uytyna Street, 65012, Odessa, Ukraine. The envelope shall be marked “RFQ # 2012/EUBAM /018” and addressed to the OFFICE OF THE HEAD OF MISSION.

The deadline for submission of offers is 15:00, 29 March 2012. Late submissions will not be considered.

Requests for clarifications/questions shall be sent to procurement@eubam.org email address. Such

requests/questions shall be sent not later than 18:00 hrs. 24 March 2012. Questions and answers will be made available on the following web-addresses: <http://www.un.kiev.ua/bc/tenders> and <http://www.eubam.org>

TERMS OF REFERENCE
For
Providing Courses in
Translation of Legal Documents
-Customs and Border related materials-
English-Russian

1 Introduction

- 1.1 Purpose:** UNDP UKRAINE/EUBAM hereinafter referred as EUBAM requires the provision of courses in translation (English-Russian) of legal documents - customs and border related materials – for its translators/interpreters staff.
- 1.2 Objectives:** UNDP/EUBAM intends to secure the services of a professional organization to conduct one training course on translation of European Union legal documents (Customs/ Border Guard Compendiums, Catalogues, Learning Materials, Guidelines, Regulations, Decrees, Programs etc) into Russian, that aims to achieve an enhanced interpreters’ overview of the EU legal system in order to better understand the peculiarities that will give added value to the translation process and to the rendition of different notions in comparison to Russian.
- 1.3 Duration:** short course, 5 working days.
- 1.4 Time schedule:** period 28 May through 1 June 2012 or 4 through 8 June 2012.
- 1.5 Target group:** 10 EUBAM translators.

2 Scope of Services:

Provision of training for subject in the below table. Training shall be hands-on and take participatory/interactive approach. Homework, practical exercise or group works shall be included in the course to enhance participants’ understanding and ownership.

Title	Course summary	Duration	Suitable level of trainers

3 Requirements

- 3.1 - High educational institution (University) where English-Russian interpreting/translation is taught;
- International recognized institution (awards, marks received from recognized quality assurance organization)
 - Technical capacities of the offeror to ensure high-quality training: availability of libraries and EU legal documents; free WI-FI within premises; multi- media studios;
 - Capability to deliver short term course within the periods specified at art. 1.4 ;

3.2 **Training team**

The training team who will design, prepare and deliver the training course:

Team leader:

- Level required: minimum Professor Associate in linguistics, interpreting and translation field;
- Minimum 10 years of training experience in translation filed;

Instructors:

- Level required: minimum Lecturer in linguistics, interpreting and translation field;
- Minimum 5 years of training experience in translation filed;

4 **Deliverables**

- training package that includes training and promotional materials, soft and hard copies;
- report summarizing the result of the training;
- certificates issued;

5 **Financial aspects**

The cost for delivering the course will be per trainee. The cost should cover the following:

- Training venue for full period of training course;
- Training materials (both hard and soft format);
- Trainers fee;
- Attendance certificate for participants;
- Assessment test of the participants;
- Reporting on the course;



Annex II

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

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

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

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU INCOTERMS 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licenses required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

- 1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trademark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims

brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licenses, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

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

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

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Price Schedule
For
Translation of Legal Documents**

Date _____

Currency _____

Item	Description	Fee per participant	Number of participants	Total fee
1.	Training course on translation of European Union legal documents (inclusive of all financial aspects described at art. 5 of Annex I)		10	

Vendor name : _____

Responsible person: _____

Signature and Stamp: _____