

**REQUEST FOR QUOTATION (RFQ)**

NAME & ADDRESS OF FIRM:	DATE: <b>26 July 2013</b>
	REFERENCE: <b>RfQ13/00692</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for **NGO or LOGISTIC COMPANY to organize a Series of trainings for harm reduction specialists to undertake Volunteer Testing and Counseling on HIV (VCT) activities amongst vulnerable populations using the method of Rapid Tests (September–October 2013)** as detailed in Annexes 1 and 3 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **15 August 2013, 16:30 (Moldova local time)** and via e-mail or courier mail to the address below:

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

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note **RfQ13/00692: VCT Training Facilities for UNODC Moldova**.

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

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

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

Latest Expected Delivery Date and Time	<input checked="" type="checkbox"/> As per attached Annex 2 – Technical Specifications
Preferred Currency of Quotation <sup>1</sup>	<input checked="" type="checkbox"/> Moldovan Lei
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	<b>15 August 2013, 16:30 (Moldova local time)</b>
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;

<sup>1</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of competition deadline.

	<input checked="" type="checkbox"/> Company profile (short info up to 1 page); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate;
Period of Validity of Quotes starting the Submission Deadline Date	<input checked="" type="checkbox"/> 60 days  In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 20% as advance <input checked="" type="checkbox"/> 80% upon complete delivery of goods
Liquidated Damages	0.1% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price; <input checked="" type="checkbox"/> Minimum 2 years' experience in the field; <input checked="" type="checkbox"/> Availability of authorization or license in accommodation; food and beverage services in Moldova; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> <b>Institutional Contract</b>
Special conditions of Contract	<input checked="" type="checkbox"/> N/A
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Required Services (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	Emilia Rusu, <a href="mailto:emilia.rusu@unodc.org">emilia.rusu@unodc.org</a> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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

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

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is

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

found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link :[http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf).

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Ina Tcaci  
National HIV/AIDS Officer  
UNODC Moldova project office

## Technical Specifications

<b>Series of trainings for harm reduction specialists to undertake Volunteer Testing and Counseling on HIV (VCT) activities amongst vulnerable populations using the method of Rapid Tests</b>					
Purpose: NGO or Logistic Company to organize 3 VCT trainings for social workers/harm reduction specialists Location: 2 trainings in Chisinau and 1 Tiraspol (4 days each) Period: September – October, 2013 Participants: 53 persons (number might slightly vary)					
Item	Generic Description	Unit	Quantity	Unit price MDL	Subtotal MDL
<b>Logistic arrangements</b>					
1	Logistic and procurement support for organization of 3 VCT trainings for 50 social workers (16-17 social workers per each training) plus 2-3 trainers per each training. There shall be 3 training sessions in Chisinau, 1 in Tiraspol (4 days each); The venue has been already identified by the organizers.	days	12 days	-	-
2.	Preparation and dissemination of the list of participants and badges for the participants	-	-	-	-
3.	Procurement of the supplies:	pcs	80		
	a) (A4 spiral Notebook, 120 pages - 297 x 210mm, hard cover page with color logos printing including the title of the training. Two pages of the agenda included as part of the notebook.)	pcs	80		
	b) ball point pens with metal handle and printed logos;	pcs	53		
4.	c) badges for the participants	set	1		
4.	Procurement of 200 sheets of blank flipchart paper and 40 color paper markers				
<b>Printing</b>					
5.	Printing of the Certificates of attendance	pcs	80		
6.	Design for badges, certificates of attendance, pens, and A4 notebooks	1	1		
<b>Food / catering (Chisinau, 2 trainings)</b>					
7.	Coffee breaks (min. incl. croissants, muffins, cake or cookies, non-sweet pie or sandwiches, tea, coffee, cream) twice per day organized in the training venue; <b>38 persons</b> (16 participants + 3 trainers per one training)	2 per person/per day	16 in total		
8.	Lunch (buffet lunch, including various types of second course, water/juice, dessert to be served in the training venue; <b>38 persons</b> (16 participants + 3 trainers per one training)	1 per person/per day	8 in total		
9.	Still/sparkling water in 0,5l bottles in the training conference room, <b>for 38 persons.</b>	2 bottles per person * 4 days * 2 trainings	608 in total		
<b>Food / catering (Tiraspol, 1 training)</b>					

10.	Coffee breaks (min. incl. croissants, muffins, cake or cookies, non-sweet pie or sandwiches, tea, coffee, cream) twice per day organized in the training venue; <b>15 persons</b> (2 coffee breaks per day)	Breaks per person	8 in total		
11.	Lunch (buffet lunch, including various types of second course, water/juice, dessert to be served in the training venue; <b>15 persons</b> ).	Lunch per person	4 in total		
12.	Dinner (minimum including: main course: meat or fish; side dish, etc. with meat or fish; salad meal; fruit juice; mineral water; coffee & tea; cream/milk. Preferably the dinner to be organized in the hotel where the participants will be accommodated; <b>6 persons</b>	Dinner for trainers and participants	4 in total		
13.	Still/sparkling water in 0,5l bottles in the training conference room, <b>for 14 persons</b> .	2 bottles per person * 4 days * 1 training	128 in total		
<b>Accommodation</b>					
14.	Accommodation up to 6 single rooms in Tiraspol (4* hotel).The rooms to be equipped with air-condition system and wireless internet connection.	6 single rooms in Tiraspol (4* hotel)	3 nights		
<b>Transportation</b>					
15.	Reimbursement of the transportation for the participants from the regions (10 participant up to 10 USD per person)	Per persons	100 USD		
<b>Other costs</b>					
16.	Management cost and daily supervision and logistical support during the trainings	Lump sum	Lump sum		
<b>Grand Total</b>					

## FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. RfQ13/00692:

**TABLE 1: Offer to provide services Compliant with Technical Specifications and Requirements**

<b>Series of trainings for harm reduction specialists to undertake Volunteer Testing and Counseling on HIV (VCT) activities amongst vulnerable populations using the method of Rapid Tests</b>					
Purpose: NGO or Logistic Company to organize 3 VCT trainings for social workers/harm reduction specialists					
Location: 2 trainings in Chisinau and 1 Tiraspol (4 days each)					
Period: September – October, 2013					
Participants: 53 persons (number might slightly vary)					
Item	Generic Description	Unit	Quantity	Unit price MDL	Subtotal MDL
<b>Logistic arrangements</b>					
1	Logistic and procurement support for organization of 3 VCT trainings for 50 social workers (16-17 social workers per each training) plus 2-3 trainers per each training. There shall be 3 training sessions in Chisinau, 1 in Tiraspol (4 days each); The venue has been already identified by the organizers.	days	12 days	-	-
2.	Preparation and dissemination of the list of participants and badges for the participants	-	-	-	-
3.	Procurement of the supplies:	pcs	80		
	a) (A4 spiral Notebook, 120 pages - 297 x 210mm, hard cover page with color logos printing including the title of the training. Two pages of the agenda included as part of the notebook.)				
	b) ball point pens with metal handle and printed logos;	pcs	80		
	c) badges for the participants	pcs	53		
4.	Procurement of 200 sheets of blank flipchart paper and 40 color paper markers	set	1		
	<b>Printing</b>				
5.	Printing of the Certificates of attendance	pcs	80		
6.	Design for badges, certificates of attendance, pens, and A4 notebooks	1	1		
	<b>Food / catering (Chisinau, 2 trainings)</b>				
7.	Coffee breaks (min. incl. croissants, muffins, cake or cookies, non-sweet pie or sandwiches, tea, coffee, cream) twice per day organized in the training venue; <b>38 persons</b> (16 participants + 3 trainers per one training)	2 per person/per day	16 in total		

8.	Lunch (buffet lunch, including various types of second course, water/juice, dessert to be served in the training venue; <b>38 persons</b> (16 participants + 3 trainers per one training))	1 per person/per day	8 in total		
9.	Still/sparkling water in 0,5l bottles in the training conference room, <b>for 38 persons.</b>	2 bottles per person * 4 days * 2 trainings	608 in total		
<b>Food / catering (Tiraspol, 1 training)</b>					
10.	Coffee breaks (min. incl. croissants, muffins, cake or cookies, non-sweet pie or sandwiches, tea, coffee, cream) twice per day organized in the training venue; <b>15 persons</b> (2 coffee breaks per day)	Breaks per person	8 in total		
11.	Lunch (buffet lunch, including various types of second course, water/juice, dessert to be served in the training venue; <b>15 persons.</b>	Lunch per person	4 in total		
12.	Dinner (minimum including: main course: meat or fish; side dish, etc. with meat or fish; salad meal; fruit juice; mineral water; coffee & tea; cream/milk. Preferably the dinner to be organized in the hotel where the participants will be accommodated; <b>6 persons</b>	Dinner for trainers and participants	4 in total		
13.	Still/sparkling water in 0,5l bottles in the training conference room, <b>for 14 persons.</b>	2 bottles per person * 4 days * 1 training	128 in total		
<b>Accommodation</b>					
14.	Accommodation up to 6 single rooms in Tiraspol (4* hotel).The rooms to be equipped with air-condition system and wireless internet connection.	6 single rooms in Tiraspol (4* hotel)	3 nights		
<b>Transportation</b>					
15.	Reimbursement of the transportation for the participants from the regions (10 participant up to 10 USD per person)	Per persons	100 USD		
<b>Other costs</b>					
16.	Management cost and daily supervision and logistical support during the trainings	Lump sum	Lump sum		
<b>Grand Total</b>					

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time: <b>September – October 2013</b>			
Validity of quotation (60 days)			
All Provisions of the UNDP General Terms and Conditions: Please see the <b>Annex 3</b>			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

*[Name and Signature of the Supplier's Authorized Person]*

*[Designation]*

*[Date]*



## ACTIVITY CONCEPT NOTE

**Title of the activity:** Series of trainings for harm reduction specialists to undertake Volunteer Testing and Counseling on HIV (VCT) activities amongst vulnerable populations using the method of Rapid Tests (September–October 2013); with a focus on youth.

**Timeframe:** September - October 2013

**Co-financing:** UNODC, PAS Centre and UNICEF

**National Partners:** Dermatology and Communicable Diseases Hospital of Moldova

### Background information

Eastern Europe and Central Asia is the only region where HIV prevalence clearly remains on the rise. The HIV epidemic that is mainly injecting drug use (IDU) driven poses one of the most formidable challenges to the development, progress and stability of the countries of the region. Moldova has a significant HIV epidemic which is particularly concentrated among certain sub-populations, such as injecting drug users, according to the Epidemiological Survey (BSS, 2010) very high rates of HIV prevalence are indicated amongst IDUs up to 16.4%. HIV prevalence among the general population is currently 0.37%. According to the National Statistics as of July 1, 2013, a cumulative number of 8,244 HIV positive cases were registered. Since the HIV epidemic in Moldova is concentrated, mainly in certain sub-populations, such as injectable drug users IDU new interventions to scale up harm reduction programs must be prioritized, in order to reduce the overall HIV transmission.

Due to timely implementation of appropriate HIV prevention activities with joint efforts of the governmental and non-governmental institutions, the spread of infection in high risk groups has been slowed, as well as the spread from these groups into the general population. The HIV response in Moldova is also a good example of partnership between public and civil society sectors, as over 40 NGOs are involved in HIV activities. At national level there is a Union of Organizations working in the Field of Harm Reduction (UOHR) functioning as an institutionalized association of NGOs that implements Harm Reduction Strategies for different categories of population at high risk of infection. Even though progress has been registered in the field of harm reduction in Moldova, there are still a range of constraints related to availability, coverage and quality of comprehensive harm reduction services to most-at-risk populations. Currently HIV prevention in IDUs relies 100% on GFATM, Round 6 and 8 funds.

In Moldova among all areas of prevention, HIV prevention among most at risk populations (MARPs) has experienced the most rapid growth. Since 2003, with support from Global Fund Round 1 and 6 and 8, there has been commendable progress in mobilization of resources and efforts for the scale-up of prevention programs for major MARPs (injecting drug users - IDUs, commercial sex workers – CSWs and men sex with men - MSMs), including in penitentiary system. Due to rapid scale-up of Harm Reduction Programs among MARPs, both in the civil sector (IDUs, SWs, MSM) and in penitentiaries (IDUs), the Republic of Moldova is known as an example of best practice. In addition to care and support services provided to PLHIV, there are regional community centers which serve as key vehicles for the delivery of other components of the overall care and support package, including counseling and self-help groups. There are 24 harm reduction sites targeting IDUs across the country.

In 2011, UNODC launched new project in Moldova that addresses programmatic aspects and capacity building needs with the ultimate aim to improve availability, coverage and quality of HIV services for people who inject drugs and prisoners. One of the project components aims at improving accessibility, quality of HIV and drug treatment services.

### Normative Framework

In June 2011 the National Programme on Prevention and Control of HIV/AIDS and STI (2011-2015) underwent an external evaluation performed by a team of national and international experts. As a result of the evaluation, a series of recommendations have been developed and programme objectives have

been reformulated. Amongst recommendations the prevention of transmission of HIV, Hepatitis and STI, especially among key-populations was highlighted as one of the highest priorities. The amended National Programme takes into account these recommendations.

According to the amended of the National Programme on Prevention and Control of HIV/AIDS Infection and Sexually Transmitted Infections for 2011-2015 (Government Decision nr.1143 of December 16, 2011) several activities targeting vulnerable groups and most at risk populations and sub-population were added to the existing provisions. Therefore, priority outcomes mention that “by 2015, at least 60% of key populations (IDUs, CSWs, MSMs) have to be tested for HIV and know their results” and the recommended activity in this case is the access extension for IDUs and their partners, CSWs and their clients, and MSMs to counseling and HIV testing, including testing through use of rapid tests based on saliva through harm reduction projects carried out by NGOs.

### **Voluntary Testing and Counseling**

Voluntary counseling and testing is a very cost effective means of preventing HIV. It provides for educating the population, including people with risky behavior about healthy lifestyles by changing their behavior in order to reduce the transmission of HIV, early access to health care, antiretroviral therapy of HIV-positive people and the possibility to prevent mother-to-child transmission of HIV.

Currently, in Moldova the official national voluntary counseling and testing network is located in the public primary health institutions, remaining therefore unattractive for people from risk populations, such as injecting drug users. With concentrated epidemic in Moldova, is highly important to expand access to VCT services for these groups by empowering associations active in the field of HIV prevention, harm reduction and psychosocial assistance. It is important to note that public institutions that currently are the only responsible for performing voluntary testing and counseling on HIV, are less involved in the implementation of HIV prevention programs in high-risk groups. Usually, groups, such as people who inject drugs are difficult to access with services, and outreach activities are undertaken to special locations, including ground/street providers and peer services provided by non-governmental organizations.

Enabling non-governmental organizations in providing VCT through using rapid tests on saliva investigation will significantly increase coverage and access of the high risk groups. Moreover, it is also expected that VCT through NGOs will raise the inclusion in treatment and support services of these sub-groups, reducing the number of people who do not know their HIV status by early detection ensuring therefore the universal access principle.

In 2011, in order to accelerate sustainable progress on HIV/AIDS and TB, the Government and relevant other stakeholders decided to apply the Millennium Development Goals Acceleration Framework (MAF), the methodology endorsed by the United Nations Development Group. The Action Plan developed through the MAF exercise identified priority bottlenecks that impede key populations from accessing proper social support and health care and proposed solutions for better and more cost effective models for integrated HIV, tuberculosis and HIV-tuberculosis care. According to MAF the access to voluntary counseling and testing is provided in 67 Voluntary Counseling and Testing sites, including 54 in public medical institutions located on the right bank of the Nistru, 5 in penitentiary institutions and 8 in the eastern territories. Despite these figures, the HIV testing practice, reported also by a recent WHO assessment, disproportionately fails to cover populations at higher risk for HIV. For example in 2010, out of 290,856 HIV screening tests performed, only 3,410 (0.01%) were injecting drug users (IDU), of whom 35 (1%) were positive; only 2,458 (0.8%) were on commercial sex workers (CSW), of whom 89 (3.6%) were positive. In 90.38% visits to VCT are referred by a medical workers while the request or referral to VCT by NGO is low, some 9.61% (10.97 % in 2010), raising concern about how the service was promoted and how effective or attractive the promotion was.

Following national and international recommendations, in 2012 a new issued decree on HIV surveillance stipulates the possibility of NGO to carry out both counseling and testing for targeted populations, using rapid tests, ensuring therefore early detection of HIV by promoting the VCT service in vulnerable populations. In this regard, HIV prevention remains the most important way to reduce the impact of HIV/AIDS in our country. And voluntary counseling and testing (VCT) is an effective tool for this goal, representing an important bridge to health care and other support services.

In order to initiate the implementation of VCT service through NGOs, a working group coordinated by specialists Dermatology and Communicable Diseases Hospital has developed the standard "HIV rapid testing of vulnerable groups through non-governmental organizations". The standard was approved by the Council of infectious disease Experts. This standard describes and defines VCT services to be provided by NGOs and plans assist the providers in developing and expanding VCT services for populations at high risk of infection.

Based on the request of the Dermatology and Communicable Diseases Hospital as of July 7, 2013, UNODC (United Nations Office on Drugs and Crime) in a joint exercise with Pas Centre (Global Fund – Principal Recipient in Moldova) announces a request for proposals to organize a series of trainings on Volunteer Testing and Counseling for social workers working in harm reduction projects and care and support projects, covering both community and prisons.

- All in all a number of 80 social workers will be trained. It is planned that each group will include up to 16 social workers per one training. All in all 5 training sessions will be organized.
- The training curricula is planned for 4 working days. The trainings will be undertaken free of charge by the specialist from the Dermatology and Communicable Diseases Hospital.
- The training will be conducted on the regional level, North, Centre, East and South. In order to optimize the overall costs of the activity, several trainings will be held using the premises of the Regional Community Centers for PLHIV which will be free of charge.

## **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 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.
- 2.2 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.
- 2.3 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.
- 2.4 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 Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### **5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences 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**

- 7.1 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.
- 7.2 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 trade-mark. 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 licences, 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:

- 9.1 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.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 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.

#### **18. SEXUAL EXPLOITATION:**

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

Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 18.2 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.

**19. OFFICIALS NOT TO BENEFIT:**

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

**20. AUTHORITY TO MODIFY:**

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