



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: June 02, 2015
	REFERENCE: RfQ15/01014

Dear Sir / Madam:

We kindly request you to submit your quotation for **provision of logistical services** for organization of a Training "HIV / Aids Prophylaxis and Drug Dependency Treatment Training based on UNODC Treatnet modules", as detailed in Annex 1 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 **June 15, 2015, 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

Quotations shall be submitted in English duly signed and stamped and shall be marked with the note "**RfQ15/01014: Logistics for the organization Training "HIV / Aids Prophylaxis and Drug Dependency Treatment Training based on UNODC Treatnet modules"**".

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 (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> As per attached Annex 2 – Technical Specifications
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Moldovan Lei
Value Added Tax on Price	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes

¹ 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 UNDP's issuance of Purchase Order.

Quotation	
Deadline for the Submission of Quotation	June 15th 2015, 16:30 (Moldova local time)
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; <input checked="" type="checkbox"/> Availability of authorization or license in accommodation; food and beverage services in Moldova; <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 <input type="checkbox"/> 90 days <input type="checkbox"/> 120 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"/> Others: 100% upon complete delivery of goods and services
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 3 year experience in the field; <input checked="" type="checkbox"/> Minimum 4* hotel in the Vadul lui Voda region; <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"/> Institutional Contract
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"/> Terms of Reference (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4). 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)	Veaceslav Paladi, veaceslav.paladi@unodc.org 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.

Good and services s 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 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.

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Ina Tcaci
National HIV/AIDS Officer
UNODC Moldova project office



Technical Specifications

Training "HIV / Aids Prophylaxis and Drug Dependency Treatment Training based on UNODC Treatnet modules" (Module C) July 8-10, 2015			
<p>Purpose: Logistics for the organization of a Training "HIV / Aids Prophylaxis and Drug Dependency Treatment Training based on UNODC Treatnet modules" including conference facilities, accommodation and catering services.</p> <p>Location: close proximity to the Moldova / Transnistria administrative border, Vadul lui Voda</p> <p>Period: July 8-10, 2015</p> <p>Participants: 22 persons (numbers might slightly vary)</p> <p>Time: 1st day 09:00-18:00; 2nd day 9:00 – 18:00; 3rd day 9:00 – 12:00</p>			
Item	Generic Description	Unit	Quantity
Training facilities			
1.	Training room for up to 30 persons, equipped with air-condition system and wireless internet minimum speed 250 Kbps, sonorous equipment (microphones), and no obstacles (pillars) in the room. It is requested that the training room would be in the same building with the accommodation facilities.	Room / day	2.5 days
2.	Availability of equipment (booth) for interpreter	pcs	1 unit of each for 2.5 days
3.	Flipchart with a stock of 100 sheets of blank flipchart paper, magnetic board and a set of color markers.	pcs	1 unit of each for 2.5 days
4.	Video screen with projector, laptop, printer and supervision of their functionality	pcs	1 unit of each for 2.5 days
Accommodation			
Lodging of participants to be in the same building as the training room			
5.	Ensure hotel booking for lodging of up to 20 national participants (hotel 4*, including air-conditioning in all rooms, single rooms).	Room/night	20 rooms x 2 nights
6.	Accommodation for 1 expert (hotel 4*, including air-conditioning in all rooms, single rooms)	Room/night	1 room x 2 nights
7.	Accommodation for 1 UNODC representative (hotel 4*, including air-conditioning in all rooms, single rooms).	Room/night	1 room x 2 nights
Meals to be provided in the same building as the training room			
8.	Breakfast (minimum including sandwiches with ham and cheese, assortment of sweet and salty pies, porridge or cereals with milk and/or omelet, natural coffee & assortment of tea, cream/milk, fresh fruits.)	3 breakfast per person	22 persons x 3 breakfasts
9.	Coffee breaks and adequate space to comfortably serving coffee breaks (min. incl. croissants, muffins, cake or cookies, non-sweet pie or sandwiches, fresh fruits, tea, coffee, cream).	5 breaks per person	22 persons X 5 coffee breaks

10.	Lunch (meat or fish including various types of second course, salad or soup, water/juice, dessert);	3 lunches per person	22 persons x 3 lunches
11.	Buffet Dinner (minimum including various types of second course, side dish, etc. with meat or fish; salad meal; fruit juice; mineral water; coffee & tea; cream/milk, dessert)	2 dinners per person	22 persons x 2 dinners
12.	Still/sparkling water in 0,5l bottles in the conference room up to 22 persons each day.	5 bottles per person	110 bottles
13.	Cover the fee for one expert	400 USD/day	2,5 days
14.	Transportation of participants from the training venue to the pre-established group meeting point in Chisinau and Tiraspol including 2 separate minibuses with a minimal capacity of 15 persons	2 minibuses	15 persons / bus
15.	Providing materials for the participants, including 25 units-notebooks with logo, 25 units-pens with logo, 25 units-agendas with logo, design and print badges-25 units, printing Treatnet materials as course readers (25 units, 80 pages each)	units	25 of each position

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. RfQ15/01014

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

Training "HIV / Aids Prophylaxis and Drug Dependency Treatment Training based on UNODC Treatnet modules" (Module C) July 8-10, 2015					
Purpose: Logistics for the organization of a Training "HIV / Aids Prophylaxis and Drug Dependency Treatment Training based on UNODC Treatnet modules" including conference facilities, accommodation and catering services.					
Location: close proximity to the Moldova / Transnistria administrative border, Vadul lui Voda					
Period: July 8-10, 2015					
Participants: 22 persons (numbers might slightly vary)					
Time: 1 st day 09:00-18.00; 2 nd day 9:00 – 18:00; 3 rd day 9:00 – 12:00					
Item	Generic Description	Unit	Quantity	Unit Price USD	Total USD
Training facilities					
1.	Training room for up to 30 persons, equipped with air-condition system and wireless internet minimum speed 250 Kbps, sonorous equipment (microphones), and no obstacles (pillars) in the room. It is requested that the training room would be in the same building with the accommodation facilities.	Room / day	2.5 days		
2.	Availability of equipment (booth) for interpreter	pcs	1 unit of each for 2.5 days		
3.	Flipchart with a stock of 100 sheets of blank flipchart paper, magnetic board and a set of color markers.	pcs	1 unit of each for 2.5 days		
4.	Video screen with projector, laptop, printer and supervision of their functionality	pcs	1 unit of each for 2.5 days		
Accommodation					
Lodging of participants to be in the same building as the training room					
5.	Ensure hotel booking for lodging of up to 20 national participants (hotel 4*, including air-conditioning in all rooms, single rooms).	Room/night	20 rooms x 2 nights		
6.	Accommodation for 1 expert (hotel 4*, including air-conditioning in all rooms, single	Room/night	1 room x 2 nights		

	rooms)				
7.	Accommodation for 1 UNODC representative (hotel 4*, including air-conditioning in all rooms, single rooms).	Room/night	1 room x 2 nights		
Meals to be provided in the same building as the training room					
8.	Breakfast (minimum including sandwiches with ham and cheese, assortment of sweet and salty pies, porridge or cereals with milk and/or omelet, natural coffee & assortment of tea, cream/milk, fresh fruits.)	3 breakfast per person	22 persons x 3 breakfasts		
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10.	Lunch (meat or fish including various types of second course, salad or soup, water/juice, dessert);	3 lunches per person	22 persons x 3 lunches		
11.	Buffet Dinner (minimum including various types of second course, side dish, etc. with meat or fish; salad meal; fruit juice; mineral water; coffee & tea; cream/milk, dessert)	2 dinners per person	22 persons x 2 dinners		
12.	Still/sparkling water in 0,5l bottles in the conference room up to 22 persons each day.	5 bottles per person	110 bottles		
13.	Cover the fee for one expert	400 USD/day	2,5 days		
14.	Transportation of participants from the training venue to the pre-established group meeting point in Chisinau and Tiraspol including 2 separate minibuses with a minimal capacity of 15 persons	2 minibuses	15 persons / bus		
15.	Providing materials for the participants, including 25 units-notebooks with logo, 25 units-pens with logo, 25 units-agendas with logo, design and print badges-25 units, printing Treatnet materials as course readers (25 units, 80 pages each)	units	25 of each position		

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: July 8-10, 2015			

Validity of quotation (60 days)			
All Provisions of the UNDP General Terms and Conditions: Please see the Annex 4			

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]*

TERMS OF REFERENCE (TOR)

A. TITLE OF THE ACTIVITY

TRAININGS FOR DRUG DEPENDENCY SPECIALISTS ON EVIDENCE-BASED DRUG DEPENDENCE TREATMENT AND HIV PREVENTION AMONG PEOPLE WHO USE DRUGS

B. BACKGROUND

Starting with 2007 UN agencies have been actively involved in implementing numerous programmes in the Transnistria region addressing community needs. Since 2013, the EU-UNDP Support to Confidence Building Programme included also cooperation with WHO and UNICEF in the field of perinatal care and immunizations, as well as UN Women to address gender mainstreaming issues. One of the stringent issues that is being currently addressed by the common efforts of UNODC/UNAIDS/WHO/UNDP is the situation of people injecting drugs, people living with HIV/AIDS and people with TB.

In order to promote the cooperation amongst the Medical Services from both banks in the field of HIV/AIDS, UN Agencies active in this field have initiated the project on Joint Action to Strengthen Human Rights in the Transnistria Region of the Republic of Moldova. UNODC involvement consists among other in evidence based approaches to assisting PWUDs and PLWHIV based on Treatnet specific Modules which focus on complex medical-social approach and ethical treatment policies worldwide. Treatnet promotes diversified, effective and quality drug dependence treatment and rehabilitation services, including HIV/AIDS prevention and care. The strategy employed in the process includes:

- Promoting a sound understanding of drug dependence treatment and care (including HIV/AIDS prevention)
- Recognizing the drug dependence as a health disorder that requires a multidisciplinary and comprehensive approach;
- Supporting the development and improvement of evidence-based treatment and care services that provide a continuum of care objective to treatment at the local level
- Development of country-specific quality standards

This training is a follow-up activity to the capacity building study visit to Belarus (April 26-29th 2015) of a joint team of medical specialist—narcology experts from all regions of Moldova, when medical practitioners and CSO representatives from Moldova and Transnistria had the opportunity to learn about modern scientifically based approaches to quality drug dependence treatment methods and Harm Reduction programs for PWUDs. The goal of the planned activity is to effectively streamline, centralize and disseminate in Moldova and Transnistria the information about medical knowledge and latest international evidence on dependency treatment and PWIDs assistance. The training will also be an excellent opportunity to share the work experience with the colleagues coming from different parts of the country in the field of HIV, TB and Drug dependency treatment.

Medically assisted drug dependency treatment, such as opioid substitution treatment with methadone (OST) is part of the NAP for 2011-2015 and is implemented in the Republic of Moldova since 2004 in civil sector in two cities and since 2005 in prisons, currently in 11 sites. OST is not available in Transnistria.

In 2011, the estimated number of people who inject drugs (PWID) in Moldova was 31,562, of which 21,061 on the right bank of the Nistru and 10,501 on the left bank of the Nistru.⁷ In 2012, 494 drug users benefited of detoxification services (compared with 254 in 2010). By the end of 2012, 315 drug users (262 civilians and 53 detainees) were enrolled in the methadone maintenance therapy. To

prevent the spread of HIV through high risk groups, in 2012, 14,815 drug users were enrolled in the syringe exchange program, (47% of the total 31,562 PWID from the entire Moldova, including the left bank of the Nistru).

According to the National routine statistics as of 2013, Transnistria has one of the most serious epidemiologic profiles in terms of HIV and TB. HIV incidence was 46.91 per 100 thousand people in Transnistria versus 13.68 in the rest of the country, while HIV prevalence was 463.25 in TN vs. 129.89 per 100 thousand elsewhere. Transnistria counts for about one-third of the total number of HIV cases and HIV related deaths reported to date by the Republic of Moldova, and for almost half of all AIDS cases, being indicative of late diagnosis and delayed access to care. Throughout Moldova and within Transnistria, the most affected by the epidemic are particular key populations, as people who inject drugs, sex workers (SW), men having sex with men (MSM), as well as migrant workers and their partners. Thus, evidence indicates high of HIV among people who inject drugs: consistently high HIV prevalence rates registered in the framework of the integrated bio-behavioural study (IBBS) (23,9% in 2012 and 12.1% in 2009 in Tiraspol). IBBS data show that in Ribnita, as of 2012, the HIV prevalence among IDUs constituted 43,7%. This high HIV prevalence is even more conclusive whilst comparing it to HIV prevalence rate in general population in Moldova – below 1%.

C. OBJECTIVES:

The workshops will be guided by three main objectives as follows:

- 1) Based on the national Action Plan and MoH recommendations nr 13/02 on 13.03.2013 provide centralized and evidence based knowledge to medical doctors and other stakeholders in the field of drug dependence treatment.
- 2) Build on practical knowledge of doctors who will be present at the seminar and provide them with the necessary knowledge and guiding principles in the process of opioid drug dependence diagnosis, treatment and surveillance.
- 3) Describe the benefits and limitations of medically assisted drug dependence treatment for opiate dependence
- 4) To enhance the response towards HIV/AIDS prevention by providing medical and psycho-social services to people who inject drugs

D. DATES AND LOCATION: The workshop will take place in a resort in the region of Vadul lui Voda, July 8-10, 2015.

E. PARTICIPANTS: Total expected number of 22 people. Narcology doctors, head of Narcology medical unit from Tiraspol, doctors from various raions and HIV medical specialists. All in all 22 participants (plus moderator) will be involved in the workshop; we expect 10 drug dependence treatment doctors (narcologists and psychiatrists) from Tiraspol, Dubasari, Grigoriopol, Camenca, Ribnita, Slobozia, as well as Chisinau, Balti, Comrat, Ungheni, Cahul, Soroca and Leova.

UNDP 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 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:

- 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.