

**REQUEST FOR QUOTATION (RFQ)**

NAME & ADDRESS OF FIRM:	DATE: 11 March 2015
	REFERENCE: RfQ15/00967

Dear Sir / Madam:

We kindly request you to submit your quotation for carrying out structural-design works (drawings and technical specifications for reconstruction works), cost estimates, bill of quantities and appropriate professional services, as detailed in Annexes 1 and 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 3.

Quotations may be submitted on or before **23 March 2015, 12:00 (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 or Romanian duly signed and stamped and shall be marked with the note "**RfQ15/00967: Design Services**".

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:

Exact Address of Delivery Location	82/1 Ion Creanga Str., Chisinau, Republic of Moldova
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> 30 calendar days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <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

After-sales services required	<input checked="" type="checkbox"/> Project supervision by the author(s) of design(s) (supraveghere de autor)
Deadline for the Submission of Quotation	23 March 2015, 12:00 (Moldova local time)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian or Russian
Documents to be submitted	<input checked="" type="checkbox"/> Offeror's portfolio, including company profile (short info up to 5 pages) and illustrations of similar projects; <input checked="" type="checkbox"/> Copy of Company's Registration Certificate; <input checked="" type="checkbox"/> Copy of License authorizing the Company to provide technical design services and works in the field of civil constructions; <input checked="" type="checkbox"/> Copy of the Financial reports for the last two (2) years; <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Offeror, if any; <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top two (2) Clients in terms of Contract Value for the past one (1) year; <input checked="" type="checkbox"/> List of qualified key personnel, together with CVs and professional certificates (minimum requirements for the eligibility of the personnel: (a) at least three (3) years of professional experience as certified (attested) specialist for architects, designers and/or engineers; (b) proven experience in leading at least three (3) similar projects); <input checked="" type="checkbox"/> List of completed and/or ongoing contracts for similar technical design services for the past three (3) years, indicating beneficiary, contract amount, period of execution; <input checked="" type="checkbox"/> Timeframe for execution of works; <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Offeror, if any; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.
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"/> 100% upon full completion and acceptance of 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, as described below in Annex 1, and lowest price ¹ ; <input checked="" type="checkbox"/> Availability of license to provide technical design services and works in the field of civil constructions; <input checked="" type="checkbox"/> Minimum five (5) year of experience in the field; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions

¹ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

	<input checked="" type="checkbox"/> Maximum delivery period not to exceed 30 calendar days upon signature of contract; <input checked="" type="checkbox"/> Availability of qualified personnel, meeting the minimum requirements: (a) at least three (3) years of professional experience as certified (attested) specialist for architects, designers and/or engineers; (b) proven experience in leading at least three (3) similar projects.
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/PO Contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract if the commencement is delayed by 10 days
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 Services Required (Annex 1) <input checked="" type="checkbox"/> Technical conditions (tema de proiectare) (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 3) <input checked="" type="checkbox"/> General Terms and 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)	Alexandru Cocirta, Project Manager alexandru.cocirta@undp.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.

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 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>.

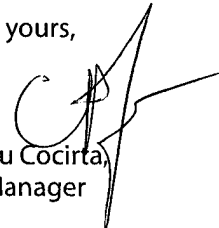
UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

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,

Alexandru Cocirta,
Project Manager

A handwritten signature in black ink, appearing to read 'Alexandru Cocirta', written over the typed name and title.

TERMS OF REFERENCE**Structural and interior designs and cost estimates for the reconstruction of the Buiucani Police Station no. 3, Chisinau****Background**

The commitment to change the way police officers operate and to bring them closer to the community is one of the priorities of the Concept Paper on the Reform of the Ministry of Internal Affairs and its Subordinated and Decentralized Units (2010). Objective III of the Concept Paper specifically addresses the issue, being focused on the implementation of the principles of community policing by delineating the competencies of the state and local police.

Community based policing is a concept and a model of institutional modernization of police, wherein the police force becomes more responsive to the needs of the community it serves. Within this concept the police and the community form a partnership in order to solve local problems, provide security and safety, prevent and deter crime, and report suspicious activities. They relate to each other as partners; not adversaries. The partnership between the police and community will be the basis for public interaction with the police and restore the community's confidence in the police officers' ability to be an effective, professional law enforcement body.

Bringing the police closer to people will also help to increase society's trust in the work of the police and other justice related institutions, thus contributing to the implementation of the Justice Sector Reform Strategy.

The goal of this intervention is to strengthen the police's ability to deter and prevent crime by establishing a partnership with the surrounding community.

II. Objective of the assignment:

Design offices/companies are requested to provide the quotation for providing structural-design services (drawings and technical specifications for the reconstruction works), interior designs, cost estimates, bill of quantities and appropriate professional services to be developed by authorised companies.

Overall objective: Provision of architectural, designing and engineering services with the emphasis on development of structural and interior designs required for the reconstruction of Buiucani Police Station no. 3, located at 82/1, Ion Creanga Str., Chisinau, in accordance with the conditions provided in city planning certificate (certificat de urbanism) and technical conditions (tema de proiectare).

III. Target infrastructural project:

Reconstruction of the Buiucani Police Station no. 3 located on 82/1, Ion Creanga Str., Chisinau

IV. Tasks to be performed:

The selected company will be responsible for gathering the set of documents necessary to develop structural design activities, including:

- a) city planning certificate;
- b) sanitary and hygienic notices;
- c) topography;
- d) elaboration and coordination of the general plan;
- e) technical conditions: water supply, sewerage, electricity, heating, etc. (if necessary);
- f) cost estimates (using the resources method) for reconstruction works;
- g) bill of quantities (list of quantities), verified and cleared by an independent evaluator;
- h) technical design documentation will be approved by appropriate authorities;
- i) project supervision by the author(s) of design(s) (supraveghere de autor);

- j) participation within the preliminary and final commissioning committee;
- k) other works considered necessary for the implementation of this project (according to the Law no. 721 as of 02.02.1996 "on quality in construction works" and other Laws and Regulations of RM).

The social infrastructure project documents are subject for approval by all appropriate authorities (sanitary departments, fire protection departments, environment protection department, department for technical verification and expertise of construction designs, etc.).

The selected Company shall develop and propose at least three options for the interior design of the reconstructed space, including suggestions concerning the range of colours, furniture and other items of interior design. The proposed options shall be subject to coordination and approval.

The cost estimates (using the resources method) for construction of all project components will be developed based on the approved technical and interior designs. Cost estimates and bill of quantities are subject to verification and clearance by an independent evaluator.

The design company assumes the obligation to make the necessary technical adjustments (appeared in the process of construction) to the project documentation. These adjustments will be made within three working days upon the request (via e-mail) from the Project.

V. Implementation timeframe

The implementation period shall not exceed 30 calendar days from the moment of signature of the Contract by the selected Offeror.

VI. Deliverables:

The selected company is expected to provide the next deliverables (including electronic version):

- a) Cost estimates (using the resources method);
- b) Bill of quantities (list of quantities);
- c) Technical drawings approved by appropriate authorities;
- d) At least three options for the interior designs.

In order to submit diligent quotations, Offerors are encouraged to inspect the condition of premises subject to renovation. In this respect, UNDP Moldova will organize a field visit at the police station on 17 March 2015 at 14:00. Representatives of all interested Offerors are invited to attend. To confirm participation, please, send a message to Alexandru Cocirta (alexandru.cocirta@undp.org) by COB on 16 March 2015.

TEMA DE PROIECTARE

Obiectiv: "Reconstrucția Sectorului de Poliție № 3 al Inspectoratului de poliție Buiucani mun. Chișinău".

Adresa obiectivului: str Ion Creangă 82/1, mun Chișinău

Beneficiar: Inspectoratul de Poliție Buiucani al Direcției de Poliție a mun. Chișinău

Nr.	Denumirea datelor și cerințe de bază	Conținutul datelor și cerințe de bază
1.	Temeiul proiectării	<ul style="list-style-type: none"> - Certificat de urbanism pentru proiectare Nr 00 din 00 emis de Primăria mun Chișinău - Contract №000din 0000; - Schița planimetrică elaborată de donator;
2.	Tipul construcției	Reconstrucție;
3.	Etapele proiectării	<p>Etapa 1- Elaborarea și aprobarea schiței de proiect cu beneficiarul, investitorul, direcția arhitectură a mun Chișinău, centrul de sănătate publică, inspecția ecologică, direcția situații excepționale a mun Chișinău.</p> <p>Etapa 2 – Elaborarea Proiectului de execuție conform normelor în vigoare și a Contractului №000din 0000;</p>
4.	Exigențe atașate variantelor de proiect.	<p>Elaborarea compartimentului IA, Interioare (soluții arhitecturale pentru interior) care va conține soluții coloristice și de amplasarea a mobilierului.</p> <p>După aprobarea IA (Interioare) și a schiței de proiect, alte variante nu se vor elabora.</p>
5.	Exigențe speciale atașate construcțiilor.	<ul style="list-style-type: none"> - Raionul climateric III B; - Sarcina de zăpada 500 Pa/m² ; - Viteza vântului 350 Pa/m² ; - Gradul de seismicitate 7 grade; - Temperatura medie a aerului -17°C; - Durata perioadei de încălzire -166 zile;
6.	Indicii tehnico-economici de bază	<p>Suprafața clădirii reconstruite – 135,8 m²</p> <p>Suprafața terenului amenajat – 0,125 ha</p>
7.	Exigențe atașate soluțiilor arhitectural-constructive.	<p>Soluția de sistematizare spațială trebuie să corespundă normelor de proiectare a RM în vigoare.</p> <p>De prevăzut materiale de construcții, confecții, utilaj, echipament cu certificate de calitate a RM.</p> <p>De amenajat spațiu pentru servirea hranei pentru colaboratori.</p> <p>De prevăzut încăpere pentru WC.</p>
8.	Cerințele fata de finisarea interioară și exterioară	<p>Finisările interioare și exterioare trebuie să corespundă cerințelor sanitar- igienice și normelor antiincendiare în corespundere cu destinația încăperilor.</p> <ul style="list-style-type: none"> - De executat lucrările de finisare interioară ținând cont de destinația încăperilor; - Demolarea pardoselilor existente, construirea pardoselilor noi ținând cont de destinația încăperilor. - Finisarea exterioară de executat din panouri de sticlă de fasade rezistente la vandalizări.

9.	Cerințe față de soluții constructive, construcții portante și pereți despărțitori.	În urma examinării vizuale a structurii de rezistență nu au fost depistate fisuri. În proiect nu vor fi prevăzute măsuri de consolidare a elementelor portante. Pereții despărțitori de executat din bca sau gips carton. De prevăzut fonoizolarea pereților conform destinației încăperii. De limitat prin perete din metaloplast spațiul public de cel privat.
10.	Cerințe de bază față de utilaj și echipament tehnic.	Echipamentul tehnologic trebuie să corespundă destinației încăperii și să fie conform normativelor RM. De prevăzut schimbarea <ul style="list-style-type: none"> - rețelei de alimentare cu energie electrică; - rețelei de alimentare cu apă și canalizare; - sistemului de încălzire; - sistemului de ventilare; De dotat încăperea cu sistemă de protecție antiincendiară și sistema de pază.
11.	Cerințele față de amenajarea teritoriului și formele arhitecturale mici	<ul style="list-style-type: none"> - De executat lucrări de amenajare a teritoriului. - De prevăzut parcare pentru transport auto. - De prevăzut dotarea cu forme arhitecturale mici. - De sădit arbori și arbuști decorativi.
12.	Cerințe privind asigurarea condițiilor de activitate vitală a persoanelor cu mobilitate redusă	De prevăzut rampă de acces.
13.	Rețele edilitare exterioare	- Nu se prevăd
14.	Exigențe privind protecția vitală, măsuri de protecție civilă și de prevenire a situațiilor excepționale	- Nu se prevăd
15.	Cerința privind necesitatea de a executa materiale demonstrative, componența și forma acestora. De a elabora soluții arhitecturale pentru interior	Elaborarea compartimentului IA, Interioare (soluții arhitecturale pentru interior) care va conține soluții coloristice și de amplasarea a mobilierului.
14.	Exigențe adouătoare față de documentația de proiect	Elaborarea devizului de cheltuieli a beneficiarului (F 7,3,5,2) Toată documentația va fi elaborată în 4 exemplare.
15.	Verificări și coordonări	Toată documentația va fi verificată și avizată în modul corespunzător și conform normativelor în vigoare. Proiectantul este responsabil de toate coordonările, inclusiv cu instituțiile specializate.

Tema de proiectare este elaborata in corespundere cu Normativul NCM A.07.02-2012.

Ofertanții vor examina obiectul până la licitație și vor înainta oferta care va conține toate costurile necesare realizării procesului de proiectare. Lucrări suplimentare nu se vor accepta.

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. RfQ15/00967:

Table 1: Offer to Provide Services Compliant with Schedule of Requirements

Description of Activity/Item	Total Estimated Amount in MDL (VAT excluded)
1 Designing services (technical and interior) for the reconstruction of the Buiucani Police Station no. 3	

Table 2: List of qualified key personnel

#	Name	Education	Work experience	Role in contract implementation
1.				
2.				
3.				

Table 3: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time			
Warranty and After-Sales Requirements			
a) Project supervision by the author(s) of design(s) (supraveghere de autor)			
Validity of Quotation: 60 calendar days			
All Provisions of the UNDP General Terms and Conditions			

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]

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 fulfil 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.