

REQUEST FOR QUOTATION (RFQ)

ĺ	NAME & ADDRESS OF FIRM:	DATE: 18 January 2016
		REFERENCE: RfQ16/01179

Dear Sir / Madam:

The United Nations Development Programme (UNDP) Moldova kindly requests you to submit your quotation We kindly request you to submit your quotation for **provision of conference** facilities, accommodation, transportation and catering services for the organization of twelve training courses, 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 <u>02 February 2016, 16:30 (Moldova local time)</u> 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 <u>"RfQ16/01179: Event Facilities for Policy Analysis Projects' Implementing Unit (PIU)".</u>

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 (identify all, if multiple)	Please see Annex 1 Specifications
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	

Preferred Currency of Quotation	⊠Moldovan Lei
Value Added Tax on Price	
Quotation	
Deadline for the Submission of Quotation	02 February 2016, 16:30 (Moldova local time)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☑ English ☑ Others: Romanian/ Russian
Documents to be submitted	 ☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☑ Company profile (short info up to 1 page); ☑ Copy of Company's Registration Certificate; ☑ Availability of authorization and/or license in accommodation, food, beverage and tourism service in Moldova; ☑ 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	☑ 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	
Payment Terms	□ 100% upon complete delivery of services
Evaluation Criteria	 ☑ Technical responsiveness/Full compliance to requirements and lowest price; ☑ Minimum 2 years of experience in the field; ☑ Minimum 3* accommodation (for trainings in Rezina, Balti, Comrat, Cahul) ☑ Full acceptance of the PO/Contract General Terms and Conditions.
UNDP will award to:	⊠ One and only one supplier
Type of Contract to be Signed	□ Purchase Order
Special conditions of Contract	N/A
Conditions for Release of Payment	
Annexes to this RFQ	 ☑ Specifications of the Services Required (Annex 1) ☑ Form for Submission of Quotation (Annex 2) ☑ 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)	Dumitru Vasilescu, Project Manager dumitru.vasilescu@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.

Services 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 services 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,

Dumitru Vasilescu, Project Manager

Annex 1

Specifications of the Services Required

	I. Traii	ning on Innovation for SMEs	continue of	
	Tentative dates	Approx. number of participants Location		
Training 1 (2 days)	March 2016	40	Chisinau	
Training 2 (2 days)	April 2016	40	Chisinau	
Training 3 (2 days)	May 2016	40	Rezina	
Training 4 (2 days)	June 2016	40	Balti	
Training 5 (2 days)	July 2016	40	Chisinau	
Training 6 (2 days)	August 2016	40	Comrat	
Training 7 (2 days)	September 2016	40	Balti	
Training 8 (2 days)	October 2016	40	Cahul	

ltem	Generic Description (for each training)	Unit	Quantity
2.	Conference room with comfortable seats and tables sat in round table forms for up to 8 persons each table, equipped with air-condition system, free Wi-Fi access	Fee per day	2 days
3.	Equipment for the conference room: equipment for simultaneous translation, microphones, interpreter booth, flipcharts and markers, projector, screen, presentation pointer.	Fee per day	2 days
4.	Coffee breaks in the same building with the conference room (40 persons x 2 coffee breaks x 2 days) minimum including: Non-sweet pie or sandwiches; Muffins, cake or cookies; Natural Coffee & tea; Water Cream/milk	Coffee breaks	160 pcs
5.	Lunch buffet in the same building with conference hall, but in a separate room. (40 persons x 1 lunch x 2 days): - First course (soup); - Second course (pasta/potatoes, etc. with meat or fish); - Salad; - Fruit juice; - Still/sparkling water; - Fresh fruits and deserts; - Coffee & tea - Cream/milk Note: coffee and tea will be served throughout the day on the tables by a waiter	Lunch	80 pcs
6.	Still/sparkling water in 0.5 bottles in the conference room (60 persons x 2 bottles x 2 days)	Bottles	240 pcs
7.	Transportation for 15 persons/trip 1 trip Chisinau- venue on the first day; 1 trip venue - Chisinau on the second day.	Trip	2 trips

8.	Accommodation for in single rooms (including	For Comrat	1 night
	breakfast and dinner) in a hotel of minimum 3*,	For Cahul	1 night
	10 persons	For Balti	2 nights
		For Rezina	1 night

General requirements for the venue:

- Accommodation in single rooms;
- Hotel rooms equipped with heating/air conditioning system;
- 1 conference room (equipped with WiFi, loud speakers/sound system, flipchart, projector, screen) which can accommodate up to 60 participants.

Location: Center of Chisinau city Date: tentative dates 26-27 February 2016 (half day event) Participants: approximately 90 persons (the number might slightly vary)

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ltem	Generic Description	Unit	Quantity
2.	Conference room with comfortable seats for up to 100 persons, equipped with air-condition system, free Wi-Fi access, sound system	Fee per day	Half day
3.	Video projector and screen and laptop;	Fee per day	Half day
4.	Welcoming Coffee break in the same building with the conference room (90 persons) minimum including: - Non-sweet pie or sandwiches; - Muffins, cake or cookies; - Coffee & tea; - Water - Cream/milk	Coffee break	90 pcs
5.	Networking fourchette in the same building with conference hall, in a separate room or in very close proximity with conference hall. Minimum including: - Meat or fish; potatoes with vegetables or other side dish; salad bar or assorted vegetables, fruit juice, mineral water.	Fee per person	90 persons

General requirements for the venue:

- Venue must be located in administrative center of the Chisinau city.
- 1 conference room (equipped with WiFi, loud speakers/sound system, projector, screen) which can accommodate up to 100 participants.

III. Staff retreat for SYSLAB (two events)

Location: outside Chisinau city, not more than 80 km away (e.g. Vadul lui Voda/ Costesti/)
Date:

Syslab Staff Retreat 1 - end of May (3 days)

Syslab Staff Retreat 2 – end of November (3 days)

Participants: approximately 24 persons (the number might slightly vary).

	Svsl	ab Staff Retreat 1			
Item	Generic Description	Unit	Quantity		
1.	Accommodation for 2 nights in single rooms (including breakfast) in a hotel of minimum 3*	Room per night	24 persons		
2,	Conference room with comfortable seats and tables sat in round table of U shape form for up to 24 persons, equipped with air-condition system, free Wi-Fi access	Fee per day	3 days		
3.	Video projector and screen and laptop; 2 flipcharts and markers.	Fee per day	3 days		
4.	Coffee breaks in the same building with the conference room (24 persons x 5 coffee breaks) minimum including: - Non-sweet pie or sandwiches; - Muffins, cake or cookies; - Coffee & tea; - Water - Cream/milk Note: coffee and tea will be served throughout the day on the tables by a waiter.	Coffee breaks	120 pcs		
5.	Lunch in the same building with conference hall, but in a separate room. (24 persons x 1 lunch x 3 days): - First course (soup); - Second course (pasta/potatoes, etc. with meat or fish); - Salad; - Fruit juice; - Still/sparkling water; - Fresh fruits and deserts; - Coffee & tea - Cream/milk	Lunch	72 pcs		
6.	Dinner in the same building with conference hall, in a separate room or terrace or in very close proximity with conference hall (24 persons x 1 dinner x 2 days), minimum including: Meat or fish; potatoes with vegetables or other side dish; salad bar or assorted vegetables, fruit juice, mineral water.	Dinner	48 persons		
7,	Still/sparkling water in 0.5 bottles in the conference room (24 persons x 2 bottles x 3 days)	Bottles	144 pcs		
	Transportation for 24 persons/trip	Trip	2 trips		

1 trip Chisinau- venue on the first	
day ;	
1 trip venue - Chisinau on the	
third day.	

General requirements for the venue:

- Accommodation in single rooms;
 Hotel rooms equipped with heating/air conditioning system;
- 1 conference room (equipped with WiFi, loud speakers/sound system, flipchart, projector, screen) which can accommodate up to 24 participants.

	Sysla	ab Staff Retreat 2	
ltem	Generic Description	Unit	Quantity
1,,	Accommodation for 2 nights in single rooms (including breakfast) in a hotel of minimum 3*	Room per night	24 persons
2.	Conference room with comfortable seats and tables sat in round table of U shape form for up to 24 persons, equipped with air-condition system, free Wi-Fi access	Fee per day	3 days
3.	Video projector and screen and laptop; 2 flipcharts and markers.	Fee per day	3 days
4.	Coffee breaks in the same building with the conference room (24 persons x 5 coffee breaks) minimum including: - Non-sweet pie or sandwiches; - Muffins, cake or cookies; - Coffee & tea; - Water - Cream/milk Note: coffee and tea will be served throughout the day on the tables by a waiter.	Coffee breaks	120 pcs
5.	Lunch in the same building with conference hall, but in a separate room. (24 persons x 1 lunch x 3 days): - First course (soup); - Second course (pasta/potatoes, etc. with meat or fish); - Salad; - Fruit juice; - Still/sparkling water; - Fresh fruits and deserts; - Coffee & tea - Cream/milk	Lunch	72 pcs
6,	Dinner in the same building with conference hall, in a separate room or terrace or in very close proximity with conference hall (24 persons x 1 dinner x 2 days), minimum including: Meat or fish; potatoes with vegetables or other side dish;	Dinner	48 persons

	salad bar or assorted vegetables, fruit juice, mineral water.		
7.	Still/sparkling water in 0.5 bottles in the conference room (24 persons x 2 bottles x 3 days)	Bottles	144 pcs
8.	Transportation for 24 persons/trip 1 trip Chisinau- venue on the first day; 1 trip venue - Chisinau on the third day.	Trip	2 trips

	third day.		
	u iii d day.		
	51/1/01/0	OT for SYSLAB	
Loc	cation: Chisinau city, preferable cente	er or nearby.	
	e: to be determined (3 days)	•100	
	ticipants: up to 8 persons.		
ltem	Generic Description	Unit	Quantity
1	Accommodation for 2 nights in	Room per night	8 persons
	single rooms (including breakfast)		
	in a hotel of minimum 3*		
Genera	al requirements for the venue:		.1
	A Life to the contract		

- Accommodation in single rooms;

 Hotel rooms equipped with heating/air conditioning system;

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery²)

I.Training on Innovation for SMEs

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. <u>RfQ16/01179: Event Facilities for Policy Analysis Projects' Implementing Unit (PIU)"</u>.

TABLE 1: Offer to Provide Services Compliant with Technical Specifications and Requirements

		Tentative dates, 2016	Approx. n	umber of	parti	cipants	Location	
Trainir	ng 1 (2 days)	March	40				Chisinau	
Trainir	ng 2 (2 days)	April	40				Chisinau	
Trainir	ng 3 (2 days)	May	40		Rezina			
Trainir	ng 4 (2 days)	June	40		Balti			
Trainir	ng 5 (2 days)	July	40				Chisinau	
Trainir	ng 6 (2 days)	August	40				Comrat	
Trainir	ng 7 (2 days)	September	40				Balti	
Trainir	ng 8 (2 days)	October	40				Cahul	
ltem		neric Description (per training)	l	Uni	it	Quanti ty	Unit Price (MDL)	Subtotal (MDL)
2.	and tables sat up to 8 persor	oom with comfortable seats t in round table forms for ns each table, equipped tion system, free Wi-Fi		Fee day	per	2 days		
3.	equipment for microphones, flipcharts and	the conference r simultaneous tra interpreter booth, markers, projecto ntation pointer.	nslation,	Fee day	per	2 days		
4.		s in the same buil	Iding with	Coffee	e	160		
		e room (40 persoi	•	break	s	pcs		
	coffee breaks	x 2 days) minimu	m					
	including:							
		oie or sandwiches	;					
	- Muffins, cak							
	- Natural Coffe	ee & tea;						
	- Water							
	- Cream/milk)))			

¹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

5,	Lunch buffet in the same building with conference hall, but in a separate room. (40 persons x 1 lunch x 2 days): - First course (soup); - Second course (pasta/potatoes, etc. with meat or fish); - Salad; - Fruit juice; - Still/sparkling water; - Fresh fruits and deserts; - Coffee & tea - Cream/milk Note: coffee and tea will be served throughout the day on the tables by a waiter	Lunch	40 pcs	
6.	Still/sparkling water in 0.5 bottles in the conference room (60 persons x 2 bottles x 2 days)	Bottles	240 pcs	
7.	Transportation for 15 persons/trip 1 trip Chisinau- venue on the first day; 1 trip venue - Chisinau on the second day.	Trip	2 trips	
8.	Accommodation in single rooms (including breakfast and dinner) in a	For Comrat	1 night	
	hotel of minimum 3*, 10 persons	For Cahul	1 night	
		For Balti	2	
			nights	
		For	1 night	
		Rezina	L _ , , L ,	
			Total per training	

	Location	Subtotal (MDL)
Training 1	Chisinau	
Training 2	Chisinau	
Training 3	Rezina	
Training 4	Balti	
Training 5	Chisinau	
Training 6	Comrat	
Training 7	Balti	
Training 8	Cahul	
Total (for 8 train	nings)	

II. Official MICS Launching Event

Location: Center of Chisinau city

Date: tentative dates 26-27 February 2016 (half day event)

Participants: approximately 90 persons (the number might slightly vary)

tem	Generic Description	Unit	Quantity	Unit Price (MDL)	Subtotal (MDL)
2.	Conference room with comfortable seats for up to 100 persons, equipped with air-condition system, free Wi-Fi access, sound system	Fee per day	Half day		
3.	Video projector and screen and laptop;	Fee per day	Half day		
4.	Welcoming Coffee break in the same building with the conference room (90 persons) minimum including: - Non-sweet pie or sandwiches; - Muffins, cake or cookies; - Coffee & tea; - Water - Cream/milk	Coffee break	90 pcs		
5	Networking fourchette in the same building with conference hall, in a separate room or in very close proximity with conference hall. Minimum including: - Meat or fish; potatoes with vegetables or other side dish; salad bar or assorted vegetables, fruit juice, mineral water.	Fee per person	90 persons		

III. Staff retreat for SYSLAB (two events)

Location: outside Chisinau city, not more than 80 km away (e.g. Vadul lui Voda/ Costesti/)

Date:

Syslab Staff Retreat 1 – end of May (3 days)

Syslab Staff Retreat 2 – end of November (3 days)

Participants: approximately 24 persons (the number might slightly vary).

	Syslab Staff Retreat 1					
ltem	Generic Description	Unit	Quantity	Unit Price (MDL)	Subtotal (MDL)	
1,	Accommodation for 2 nights in single rooms (including breakfast) in a hotel of minimum 3*	Room per night	24 persons			
2.	Conference room with comfortable seats and tables sat in round table of U shape form for up to 24 persons, equipped with air-condition system, free Wi-Fi access	Fee per day	3 days			

3.	Video projector and screen and	Fee per	3 days	
J.	laptop; 2 flipcharts and markers.	day	Julyo	
4.	Coffee breaks in the same building with the conference room (24 persons x 5 coffee breaks) minimum including: - Non-sweet pie or sandwiches; - Muffins, cake or cookies; - Coffee & tea; - Water - Cream/milk Note: coffee and tea will be served throughout the day on the tables by a waiter.	Coffee breaks	120 pcs	
5.	Lunch in the same building with conference hall, but in a separate room. (24 persons x 1 lunch x 3 days): - First course (soup); - Second course (pasta/potatoes, etc. with meat or fish); - Salad; - Fruit juice; - Still/sparkling water; - Fresh fruits and deserts; - Coffee & tea - Cream/milk	Lunch	72 pcs	
6.	Dinner in the same building with conference hall, in a separate room or terrace or in very close proximity with conference hall (24 persons x 1 dinner x 2 days), minimum including: Meat or fish; potatoes with vegetables or other side dish; salad bar or assorted vegetables, fruit juice, mineral water.	Dinner	48 persons	
7.*:	Still/sparkling water in 0.5 bottles in the conference room (24 persons x 2 bottles x 3 days)	Bottles	144 pcs	
8.	Transportation for 24 persons/trip 1 trip Chisinau- venue on the first day; 1 trip venue - Chisinau on the third day.	Trip	2 trips	
			1017	<u></u>

General requirements for the venue:

- Accommodation in single rooms;
 Hotel rooms equipped with heating/air conditioning system;
 1 conference room (equipped with WiFi, loud speakers/sound system, flipchart, projector, screen) which can accommodate up to 24 participants.

	Sy	slab Staff I	Retreat 2		E FINE TO
Item	Generic Description	Unit	Quantity	Unit Price (MDL)	Subtotal (MDL)
1,	Accommodation for 2 nights in single rooms (including breakfast) in a hotel of minimum 3*	Room per night	24 persons		
2.	Conference room with comfortable seats and tables sat in round table of U shape form for up to 24 persons, equipped with air-condition system, free Wi-Fi access	Fee per day	3 days		
3.	Video projector and screen and laptop; 2 flipcharts and markers.	Fee per day	3 days		
4.	Coffee breaks in the same building with the conference room (24 persons x 5 coffee breaks) minimum including: - Non-sweet pie or sandwiches; - Muffins, cake or cookies; - Coffee & tea; - Water - Cream/milk Note: coffee and tea will be served throughout the day on the tables by a waiter.	Coffee breaks	120 pcs		
5.	Lunch in the same building with conference hall, but in a separate room. (24 persons x 1 lunch x 3 days): - First course (soup); - Second course (pasta/potatoes, etc. with meat or fish); - Salad; - Fruit juice; - Still/sparkling water; - Fresh fruits and deserts; - Coffee & tea - Cream/milk	Lunch	72 pcs		
6.	Dinner in the same building with conference hall, in a separate room or terrace or in very close proximity with conference hall (24 persons x 1 dinner x 2 days), minimum including: Meat or fish; potatoes with vegetables or other side dish;	Dinner	48 persons		

	salad bar or assorted vegetables, fruit juice, mineral water.				
7.	Still/sparkling water in 0.5 bottles in the conference room (24 persons x 2 bottles x 3 days)	Bottles	144 pcs		
8.	Transportation for 24 persons/trip 1 trip Chisinau- venue on the first day; 1 trip venue - Chisinau on the third day.	Trip	2 trips		
		*		Total	

Dа	cation: Chisinau city, preferable ce ite: to be determined (3 days) rticipants: up to 8 persons.	. TOT for Senter or nea			
Item	Generic Description	Unit	Quantity	Unit Price (MDL)	Subtotal (MDL)
1.	Accommodation for 2 nights in single rooms (including breakfast) in a hotel of minimum 3*	Room per night	8 persons		
Gener	al requirements for the venue:				
-	Accommodation in single rooms;				
281	Hotel rooms equipped with heating	ng/air condi	tioning syster	n;	Total

Grand Total	

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

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

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.
- 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.