

**REQUEST FOR QUOTATION (RFQ)**

NAME & ADDRESS OF FIRM:	DATE: <b>01 August 2017</b>
	REFERENCE: <b><u>RfQ17/01572</u></b>

Dear Sir / Madam:

We kindly request you to submit your quotation for **conducting and processing specialized integrity survey of the employees of the state and municipal enterprises** 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 **14 August 2017, 14:00 (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](mailto:tenders-Moldova@undp.org)

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note **"RfQ17/01572 - A local company to conduct and process specialized integrity survey of the employees of the state and municipal enterprises"**

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 services:

Exact Address of Delivery Location (identify all, if multiple)	National Anti-Corruption Centre, 198 Stefan cel Mare street, Republic of Moldova, Chisinau
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> As per Delivery Schedule indicated in Annex 1

Preferred Currency of Quotation <sup>1</sup>	<input checked="" type="checkbox"/> United States Dollars
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"/> Delivery
Deadline for the Submission of Quotation	<b>14 August 2017, 14:00 (Moldova local time)</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Romanian
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"/> Company profile (short info up to 1 page); <input checked="" type="checkbox"/> Detailed description of the company/Company's Portfolio (experience, human resources, capacity of management and technical in the area, similar projects implemented described); <input checked="" type="checkbox"/> CVs of project's key personnel (team of experts involved); <input checked="" type="checkbox"/> Copy of Company's Registration Certificate; <input checked="" type="checkbox"/> Copy of a consortium of firms/organizations (NGOs) Contract ( <i>if consortium of companies applies there should be an additional agreement with clear division of responsibilities and one accountable company for the whole process</i> ); <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> References of the company's beneficiaries for the last 5 years; <input checked="" type="checkbox"/> Estimation of the activities and its duration ( <i>Timeline of activities</i> ); <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"/> 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 complete delivery of service
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <sup>2</sup> ; <input checked="" type="checkbox"/> Constituent and legal documents available (Certificates, contracts, etc.); <input checked="" type="checkbox"/> A local company with a minimum 5-year experience in the field ( <i>operational progressive experience in conducting comprehensive sociological surveys and in preparation of analytical reports and</i>

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

<sup>2</sup> 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.

	<p><i>presentations based on the executed surveys</i>). A list of services provided over the past 5 years in field to be attached;</p> <p><input checked="" type="checkbox"/> Qualification of the <u>Task Manager</u>:</p> <ul style="list-style-type: none"> <li>• Master degree of equivalent in sociology and related sciences;</li> <li>• At least 5 years of progressive experience in supervising/team leading of comprehensive sociological surveys and research, planning activities;</li> <li>• Experience in methodologies and social research tools development;</li> <li>• Professional experience in the area of conducting research projects, quantitative &amp; qualitative surveys design and implementation;</li> <li>• Proficiency in Romanian, Russian and English for the purpose of assignment.</li> </ul> <p><input checked="" type="checkbox"/> Qualification of the key experts (<u>minimum of two experts</u>):</p> <ul style="list-style-type: none"> <li>• Master degree of equivalent in sociology and related sciences;</li> <li>• At least 5 years of progressive experience in the area of conducting sociological surveys, quantitative &amp; qualitative surveys design and implementation; developing methodologies and social research tools;</li> <li>• Proficiency in Romanian, Russian and English for the purpose of assignment.</li> </ul> <p><input checked="" type="checkbox"/> Availability of /or capacity to involve/ a network of at least 200 local operators, with relevant experience to collect data from the target audiences;</p> <p><input checked="" type="checkbox"/> Use of special data processing application software;</p> <p><input checked="" type="checkbox"/> Recommendations from enterprises, organisations and other clients for the last 5 years available;</p> <p><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions.</p>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order; <input checked="" type="checkbox"/> Institutional Contract.
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"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) <sup>3</sup>	Olga Crivoliubic, Project Manager, <a href="mailto:olga.crivoliubic@undp.org">olga.crivoliubic@undp.org</a> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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.

<sup>3</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf).

Thank you and we look forward to receiving your quotation.

Sincerely yours,

  
Corneliu Martiniuc,  
Head of Procurement Unit,  
UNDP Moldova

## Annex1

### Section 3: Terms of Reference (TOR)

#### A. Project Title

“Strengthening the corruption prevention and analysis functions of the National Anti-corruption Center” Project

#### B. Rationale

Corruption in Moldova is perceived as a major challenge for private sector development. The “Index of Economic Freedom 2017”, developed by the Heritage Foundation, ranks Moldova as 110th out of 169 countries with a score of 58 of 100. Corruption was highlighted as one of the major challenges, while bureaucracy and lack of transparency often make opening and running a business costly and difficult. According to the 2016 Global Business Bribery Risk Index<sup>4</sup>, developed by the non-governmental business association TRACE International, Moldova occupies the place 144 (comparing to 130 in 2014) out of 199. The highest risk score of 80 with a 10 points increase comparing to 2014, was attributed for the Interaction with Government, Moldova being placed in the group of countries with a high level of corruption risks.

An assessment of the conformity of the Moldovan national integrity system in the private sector to the international anticorruption standards, commissioned by UNDP in 2016<sup>5</sup> highlighted the lack of incentives to promote integrity and prevent corruption in the private sector. In particular, state enterprises represent a sector with high corruption risks. According to the report on monitoring the transparency of state enterprises and SCs developed in 2016 by the Transparency International-Moldova<sup>6</sup>, the problems are caused by the inconsistencies in legislation related to the responsibilities of founding entities, members of the management bodies and administrators, as well as transparency of the information on the activity of enterprises, etc.

The new National Integrity and Anticorruption Strategy (NIAS) 2017-2020<sup>7</sup> adopted by the Parliament on 30 March 2017, placed private sector as one of its seven integrity pillars. Alongside strengthening the integrity climate among civil servants at all organizational levels, for the first time, it will seek to promote integrity standards in the private sector in a cooperative manner. According to the Strategy, the political influences on the appointment of the management and control boards of the state and municipal enterprises, as well as the reduced management capacity of these enterprises is usually associated with favoritism, conflicts of interest and abuses. The lack of transparency in administration and management of these enterprises with full or majority state/municipal shares, the lack of liability for the deficient administration denotes the existence of big problems in the corporate governance in the enterprises with the participation of the state and local public administration. The Strategy identifies as a priority Increasing integrity in the activity of enterprises with full or majority state/municipal shares.

National Anticorruption Center (NAC) is the institution responsible for the coordination of the implementation of the NIAS. According to the Strategy, NAC initiated a process of evaluating corruption risks in legislation and activity of enterprises with full or majority state/municipal shares. In this context, the UNDP Project “Strengthening the corruption prevention and analysis function of NAC” seeks a local sociological company to support NAC in conducting and processing specialized integrity questioning/survey of the employees of the state and municipal enterprises.

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<sup>4</sup> <https://www.traceinternational.org/trace-matrix>

<sup>5</sup> <http://cna.md/libview.php?l=ro&idc=5&id=1361&t=/Mass-media/Comunicate-de-presa/Institutionalizarea-masurilor-de-integritate-in-sectorul-privat-pai-siguri-spre-o-economie-prospera>

<sup>6</sup> [http://www.transparency.md/wp-content/uploads/2017/02/TI\\_Moldova\\_Monitorizarea\\_Transparent%CC%A7ei\\_I%CC%82ntreprinderilor\\_De\\_Stat\\_S%CC%A7i\\_Societa%CC%86t%CC%A7ilor\\_Pe\\_Act%CC%A7iuni\\_Cu\\_Capital\\_Integral\\_S%CC%A7i\\_Majoritar\\_De\\_Stat\\_Din\\_RM\\_2016.pdf](http://www.transparency.md/wp-content/uploads/2017/02/TI_Moldova_Monitorizarea_Transparent%CC%A7ei_I%CC%82ntreprinderilor_De_Stat_S%CC%A7i_Societa%CC%86t%CC%A7ilor_Pe_Act%CC%A7iuni_Cu_Capital_Integral_S%CC%A7i_Majoritar_De_Stat_Din_RM_2016.pdf)

<sup>7</sup> <http://www.cna.md/libview.php?l=ro&idc=5&id=1386&t=/Mass-media/Comunicate-de-presa/Strategia-nationala-anticoruptie-pentru-anii-2017-2020-bazata-pe-principii-de-integritate-Proiectul-supus-dezbaterilor-publice>

### **C. Scope of Service, Expected Outputs**

**Main objective of the service** is to support NAC in the process of evaluating corruption risks in legislation and activity of enterprises with full or majority state/municipal shares, through conducting and processing specialized integrity questioning/survey of the employees of the state and municipal enterprises.

#### **Scope of work:**

The performer has to carry out the following tasks and activities in the course of work:

1. Advise NAC on developing a representative sample consisting of 2,500 employees of the existent 55 state enterprises (a total of 32,891 employees) and 37 municipality enterprises (a total of 14,199 employees);
2. Formulate recommendations for the improvement of the questionnaire developed by NAC to be applied in the survey process;
3. Conduct the integrity survey applying the questionnaire developed and provided by NAC for the agreed sample of 2,500 employees, under the NAC guidance;
4. Process the data of the filled 2,500 questionnaires;
5. Prepare and submit an analytical report based on the survey findings;
6. Prepare and submit a graphical presentation (infographics) demonstrating main results of the survey.

The results of the questioning/survey, including all hard and digital files related to the survey, will become property of the UNDP and will be for internal use, thus they should not be used without permission of UNDP.

#### **The research objects:**

Employees of the enterprises with full or majority state/municipal shares at managerial and non-managerial positions.

**The research subject:** evaluation of corruption risks and conformity to the integrity standards in legislation and activity of enterprises with full or majority state/municipal shares.

**The sample shall be** randomized and stratified by the following criteria: geographic, type of the enterprise (state/municipal), size of the enterprise, gender, age groups, years of experience (up to 5 years/more than five years), hierarchical status (managerial/non-managerial position).

#### **The Final Survey Report should contain at least the following:**

- Executive summary;
- Methodological chapter containing the rationale for choosing the research sample, means of data collection, including how were potential subjects identified (how, where, how many times, and by whom potential respondents were contacted, how was informed consent obtained, how many people were approached and how many of those agreed to participate), what was the response rate (i.e. the number of usable data sets as a proportion of the number of people approached.)
- Overall results of the survey;
- Detailed results per question, with graphical representation per different respondent groups formulated in a clear, factual, and concise manner;
- The analysis of research results and recommendations for further improvement of measures on prevention of corruption;
- Feedback on the survey methodology reflecting its strengths, weaknesses, opportunities and threats;
- Annex containing the data set. All data have to be reflected in absolute and relative terms.

**The entire assignment is to be finalized not later than 20 October, 2017.**

#### **D. Institutional Arrangement**

The Contractor will work under the guidance of and in close cooperation with the UNDP Project and with the delegated staff from NAC for both substantive and administrative aspects of the assignment.

The Contractor will follow the agreed upon time schedule and will be accountable for the delivery of quality outputs to the Project Manager, who will approve contractor's deliverables, after coordination with the NAC delegated staff.

#### **E. Deliverables and estimated timeframe**

<b>Deliverables</b>	<b>Latest delivery date</b>
The detailed plan of activities for conducting the survey	By 25 August 2017
Sample for the survey and recommendations to improve the questionnaire submitted	By 4 September 2017
Completion of data collection	By 30 September 2017
First draft survey report presented and validated with NAC and relevant institutions; thematic comments and recommendations collected	By 10 October 2017
<b>Final survey Report</b> submitted and accepted	By 20 October 2017
<b>Final Activity Report</b>	

#### **Deliverables Format**

All deliverables will be submitted in both hardcopy one (1) unbound original and one (1) electronic copy using the standard software products (Microsoft Office Word, Excel, Access and PowerPoint). Draft reports will be presented in Romanian language, the Final Report will be presented in both Romanian and English language.

#### **G. Qualifications of the Successful Service Provider at Various Levels**

Bidders should enclose a résumé for each person anticipated to be assigned to the project and should include specific information on staff experience and roles. Bidders agree that named staff will participate in the project at the level and duration specified unless agreement is provided in writing by the Programme to allow substitutions.

Résumés of key project personnel must be included in the offer, résumés for other personnel may be included as deemed applicable by the Bidder. Descriptions of subcontractor staff members, if applicable, should follow the format utilized for the Bidder organization. The résumés submitted for project personnel should be detailed and comprehensive. Specifically, résumés should include:

- Anticipated role and level of participation in the project;
- Previous experience relevant to the assigned role in the project;
- Education, training and certification details;
- Contact information (name, title, organization, mailing address, phone, and email) for a minimum of three business references;
- Language skills.

Bidders should describe, in detail, their previous corporate experience in similar related to the project's assignment, if any. This section should include the corporate experience as well as the role of any subcontract organization(s) indicated in the Bidder's proposal. Descriptions of subcontractor staff members, if applicable, should follow the format utilized for the Bidder organization. The Project retains the right to accept or reject all proposed project personnel and to ask for replacement of the Project staff, as necessary.

**The Service Provider should meet the following qualifications criteria** which make the applicant eligible for this assignment:

- Be legally registered entity or a consortium of firms/organisations (NGOs) *(as per required Documents mentioned on p. 2)*;
- Active on the market and has at least 5 years of operational progressive experience in conducting comprehensive sociological surveys and in preparation of analytical reports and presentations based on the executed surveys;
- Possess available experienced team of experts with sociological backgrounds and experience in quantitative & qualitative surveys design and implementation;
- Availability of/or capacity to involve/ a network of at least 200 local operators with relevant experience to collect data from the target audiences;
- Previous experience of working with UNDP and/or other development partners and capacity to properly manage a contract/subcontract under a donor funded effort;
- Experience in working with government/public institutions/organizations is a strong advantage.

**Qualification of the Task Manager:**

- Master degree of equivalent in sociology and related sciences;
- At least 5 years of progressive experience in supervising/team leading of comprehensive sociological surveys and research, planning activities;
- Experience in methodologies and social research tools development;
- Professional experience in the area of conducting research projects, quantitative & qualitative surveys design and implementation;
- Proficiency in Romanian, Russian and English for the purpose of assignment.

**Qualification of the key experts (minimum of two experts):**

- Master degree of equivalent in sociology and related sciences;
- At least 5 years of progressive experience in the area of conducting sociological surveys, quantitative & qualitative surveys design and implementation; developing methodologies and social research tools;
- Proficiency in Romanian, Russian and English for the purpose of assignment.

**Each bidder should develop and submit a technical concept note explaining:**

**- Their references, recommendations, previous works:**

- Constituent and legal documents available;
- List of services provided over the past 5 years in the field of conducting sociological surveys;
- Use of special data processing application software;
- Recommendations from enterprises, organisations and other clients available.

**Note:** Proposed timeline should include all indicative dates for deliverables as outlined above and a plan for meeting these and any additional deadlines.

Proven commitment to the core values of the United Nations, in particular, respecting differences of culture, gender, religion, ethnicity, nationality, language, age, HIV status, disability, and sexual orientation, or other status.

UNDP Moldova is committed to workforce diversity. Women, persons with disabilities, Roma and other ethnic or religious minorities, persons living with HIV, as well as refugees and other non-citizens legally entitled to work in the Republic of Moldova, are particularly encouraged to apply.



## FORM FOR SUBMITTING SUPPLIER'S QUOTATION

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>8</sup>)*

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. **"RfQ17/01572 - A local company to conduct and process specialized integrity survey of the employees of the state and municipal enterprises"**:

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

Item No.	Description/Specification of Services	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	The detailed plan of activities for conducting the survey				
2	Sample for the survey and recommendations to improve the questionnaire submitted				
3	Completion of data collection				
4	First draft survey report presented and validated with NAC and relevant institutions; thematic comments and recommendations collected				
5	<b>Final survey Report</b> submitted and accepted				
6	<b>Final Activity Report</b>				
<b>Total Prices of Services<sup>9</sup></b>					
Add: Other Charges (pls. specify)					
<b>Total Final and All-Inclusive Price Quotation</b>					

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

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

**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			

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

<sup>9</sup> Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

Validity of Quotation, 120 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.