



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 18 April 2017
	REFERENCE: RfQ-17/01491

Dear Sir / Madam:

We kindly request you to submit your quotation for **“Organization of two Study Tours”**, 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 **28 April 2017, 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 **“RfQ-17/01491– Organization of two Study Tours”**.

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)	United Nations Development Programme in Moldova 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> As per the Terms of References described in the Annex 1

Delivery Schedule	<input checked="" type="checkbox"/> Required	
Preferred Currency of Quotation ¹	<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	
Deadline for the Submission of Quotation	28 April 2017, 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/Russian
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"/> Copy of Company's Registration Certificate together with the Annex; <input checked="" type="checkbox"/> Description of the offered services (Annex 3); <input checked="" type="checkbox"/> List of qualified key personnel, together with CVs and professional certificates/Licenses for Task Manager, Study Tour Group Guide and Interpreter . <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 2 Clients in terms of Contract Value during the past 5 years; <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"/> 90 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"/> Permitted by LOT Lot #1 - Study tour to Tuscany Region, Italy for learning best "Local Action Groups" (LAGs) operation practices Lot #2 - Study tour to Romania for learning best Inter-Municipal cooperation practices	
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of services, according to the delivery timeframe	
Liquidated Damages	0.5% of contract for every day of delay, up to a maximum duration of 20 days. Thereafter, the contract may be terminated.	
Evaluation Criteria	<input checked="" type="checkbox"/> Availability of registration documentation; <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ² ; <input checked="" type="checkbox"/> At least 5 years of experience in providing training and consultancy in the field of agriculture, regional and rural development; <input checked="" type="checkbox"/> 5 (five) completed /or on going contracts for implementing study tours or capacity building activities for public authorities; (according to the Terms of References) performed by the Proposer as main contractor in the past 3 years;	

¹ 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.

² 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><input checked="" type="checkbox"/> Availability of qualified key personnel with the following minimum qualification requirements:</p> <p>Lot #1:</p> <ul style="list-style-type: none"> - Task Manager – <ol style="list-style-type: none"> 1. At least 5 (five) years of professional experience in the area of Project Management or Organizing of study tours abroad; 2. At least 5 (five) years of experience in implementing or management of LAGs and/or Regional development projects; - Study Tour Guide – <ol style="list-style-type: none"> 1. At least 3 (three) years of professional experience in organizing Trainings; 2. At least 3 (three) years of professional experience in presentations in the area of LAGs and Regional development; 3. At least 3 (three) years of professional experience in providing study tour Guide services during study tours in Europe; - Interpreter - Italian / Russian 2 years of experience interpreting for the Study tour group. <p>Lot #2:</p> <ul style="list-style-type: none"> - Task Manager – <ol style="list-style-type: none"> 1. At least 5 (five) years of professional experience in the area of Project Management or Organizing of study tours abroad; 2. At least 5 (five) years of experience with LAGs and/or Regional development projects; - Study Tour Guide – <ol style="list-style-type: none"> 1. At least 3 (three) years of professional experience in organizing Trainings 2. At least 3 (three) years of presentation experience in the area of LAGs and Regional development; 3. At least 3 (three) years of professional experience in guiding and conducting groups during study tours in Europe; - Interpreter - English, Russian and Local Language Interpreting Experience for the Study tour group. <p>CVs and professional certificates to be attached to the submission package.</p> <p><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions</p> <p><input checked="" type="checkbox"/> Delivery period not to exceed the dates indicated in the Terms of References;</p>
UNDP will award to:	<input checked="" type="checkbox"/> One supplier per each Lot
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 calendar days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Provision of services <input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements
Annexes to this RFQ ³	<input checked="" type="checkbox"/> Terms of Reference (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> Description of the offered services (Annex 3); <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4).

³ Where the information is available in the web, a URL for the information may simply be provided.

Contact Person for Inquiries (Written inquiries only) ⁴	Leonid Mazilu, Procurement and Contracts Associate, SARD UNDP Moldova; e-mail: Leonid.mazilu@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.
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Services provided 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,


Corneliu Martiniuc,
Head of Procurement Unit

⁴ 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.

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Terms of Reference

General Background:

The overall objective of the project is to encourage confidence building in ATU Gagauzia and Taraclia district, including neighboring communities, through improved development opportunities leading to enhanced competitiveness of the agro-food sector, promotion of local entrepreneurship, creation of jobs, and raising incomes. The project has the following components:

Component 1: Enhanced Dialogue and Community Empowerment;

Component 2: Local entrepreneurship and SMEs development;

Component 3: Small-Scale Infrastructure Refurbishment and Promotion of Inter-Municipal Cooperation.

The project will be implemented in line with the confidence building approach, connecting region's authorities and structures to the national ones, facilitating dialogue and inclusion in development of national strategies, as well as connecting neighboring villages through inter municipal cooperation.

The proposed intervention will aim to address key gaps identified in the main strategic document of the region's development in line with Moldova 2020 Strategy for Agriculture and Rural Development, Strategy for SME Development 2020, as well as National Regional Development Strategy.

Lot #1

Learning best "Local Action Groups" (LAGs) operation practices in line with EU LEADER approach

[Organization of one study tour to Tuscany Region, Italy]

Specific background

According to Project Component 1: Enhanced Dialogue and Community Empowerment, SARD Project aims to support the empowerment of local public authorities, civil society and small businesses to jointly act as one force for solving stringent local and regional community difficulties. A bottom-up approach to dealing with local and regional problems is to be promoted. This model is perfectly compatible with the EU rural development LEADER approach. By this approach local and regional actors organize together "Local Action Groups" through which local and regional issues are addressed and all stakeholders' interests (LPAs, NGOs, Associations and SMEs) are considered.

SARD programme has launched its EU LEADER pilot activities in ATU Gagauzia and Taraclia District in August 2016 by series of LEADER sensitizing events, meetings with large spectrums of stakeholders both in the field and on Regional and National level, including Moldovan Ministries of

Agriculture and of Regional Development. A preliminary mobilization campaign was performed with participants from more than 40 villages from Gagauzia and Taraclia, whose representatives agreed to join the LEADER initiative and sign at one the Round-Table the Memorandums of intention to create 8 Local Action Groups.

In the first quarter of 2017 a total number of 8 potential LAGs were defined and their consolidation and registration process has started. This consolidation process consists in assisting LAGs in elaborating their Development Strategies, identifying their priority projects for implementation during the next 5 years, LAGs' formalization and operationalization.

SARD has organized in autumn 2016 and early spring 2017 three LEADER study visits to Poland/Lithuania, Romania/Bulgaria and Serbia, covering such topics like: LEADER approach in EU, its pre-requisites and historic background, institutional and legal frameworks of the LEADER Programme implementation at EU and national levels, LAGs' formation and projects' implementation.

Two Round-Tables were organised at the end of 2016, at which best practices were disseminated among a broader audience of appr. 200 representatives from private, public and civil society sectors.

In present SARD is implementing the next phase of LEADER approach in Gagauzia and Taraclia, and mainly assisting the 8 potential LAG communities in developing their 5-year strategic action plans and deciding on their priority projects.

Scope of Services, Expected Outputs and Target Completion

The south of Moldova and specifically Gagauzia and Taraclia regions and Tuscany Region from Italy have many similarities. Such traditional occupations as winemaking, sheep breeding and field crops growing are representative for both regions. Both regions are rich in authentic rural cultural heritage. Through LEADER Programme, Tuscanian communities managed to take an advantage and build their rural economies on their diverse and unique assets while Gagauzia and Taraclia rural communities are yet at the starting brink of this path.

The **Overall Objective** of this assignment is the transfer of knowledge and experience from one of the LAGs of the Tuscany Region, Italy in the field of Local Action Group management and decision making system, strategic planning, projects prioritization, selection, financing and implementation.

Best practices for one of Tuscanian LAGs development through joint community participation in their Strategic planning and specifically, long term and sustainable impact projects' implementation are to be learned through this study visit.

EU-SARD UNDP seeks a company (hereinafter the Service Provider) to organize a Study tour to the Tuscany Region of Italy to showcase the best practices and relevant examples of LAGs' strategic planning and projects' implementation.

The Study tour shall include up to 10 visits to / meetings with:

- One of Tuscanian LAGs;
- Minimum 4 Social or economic investment projects, implemented in the frame of LEADER Programme by farmers or SMEs, handcrafters or relevant rural area associations;

- Minimum 1 business, farmers', handicraft or other relevant associations and member SMEs;
- Minimum 2 relevant regional or local public authorities and/or public institutions.

Gagauzia and Taraclia agriculture, economic and rural development profiles and specific business and marketing forms for such fields as rural and agri-tourism, shops with local products, distinct culinary restaurants, natural herbal cosmetics, village renovation and green energy are to be considered for the relevancy of this visit.

Meetings and discussions with public officials, civil society or small business representatives in charge of administering one of the LAGs are to be organized and presentations are to be held.

Location of Work

The visit is to be organized in Tuscany Region in Italy – minimum 1 urban and minimum 3 rural municipalities. For ensuring the diversity principle of selected LAGs to be visited, the potential Service providers are encouraged to propose visits to distinct LAG project owners. Service providers are encouraged to be flexible in proposing combinations of distinct projects – economic, social and cultural.

Main topics to be covered during the study visits:

General background of the LAGs:

- Socio-economic, local agriculture and rural development specifics in the target LAG;
- Target LAG composition, territory and current operation;
- Roles and responsibilities of different actors in LAG management and decision-making.

Specific context of LAGs' strategic planning and projects' prioritization process:

- Problems addressed within LAG's Socio-economic Development Strategies and implemented rural development projects;
- The process of implementing the LEADER approach – idea generation, opportunities' identification, innovating;
- Roles and responsibilities of LAGs members in strategic planning and projects prioritization and implementation:
 - LPAs;
 - Business Community;
 - Civil Society.
- Examples of successful projects demonstrated in perspective: idea-formulation-procedural process-financing- launch- implementation- monitoring- results;
- Specifics of LAG members joint work and responsibilities while tackling rural development issues;
- Specifics of collaboration with LAG partners, e.g. LPAs, Ministries, State Agencies, Foreign Donors, Local Contributors;
- Main challenges in LAGs activity and lessons learned to be taken in consideration when developing the Local Action Groups.

Duration of the Work

The activities under the present assignment are expected to commence by the end of May 2017 and the Study Tour is to be carried out during the **beginning of July, 2017, tentatively first week**. The period of the study tour is to be 8 days, including 6 days of the study visit and 2 days for international travel.

Participants' Profiles

In total, it is estimated a number of **21 participants** in the group. Additionally, the Service provider will assure 1 Guide and 1 Interpreter. Hiring of a Group guide and an Interpreter (with knowledge of Italian and Russian,) within the host country.

Preliminarily the Core group will be formed of representatives from the institutions presented below. SARD Programme will prepare the final list of participants by asking these institutions to delegate relevant participants from their side.

List of institutions that will be represented during the visit:

1. Moldova Ministry of Agriculture and Food Industry;
2. Moldovan Ministry of Regional Development and Constructions;
3. ATU Gagauzia Executive Committee (Bashkanat);
4. Taraclia District Council;
5. Relevant institution of Transnistria;
6. Mass-Media representative;
7. Representatives of the 8 potential LAGs from Gagauzia and Taraclia;
8. Representatives of Moldovan villages that are part of the LAGs;
9. SARD Programme LEADER implementation Coaches (4 persons);
10. SARD Programme representatives.

Description of tasks

The Service Provider will be responsible for the following **tasks**:

DELIVERABLES	INDICATIVE ACTIVITIES
Stage I: Preparatory Activities	
<p>Output 1.1 The Endorsed Final Study Tour Agenda</p> <p>Output 1.2 Preliminary logistic arrangements made (accommodation, materials, site visits confirmation, translation into Russian, etc)</p> <p>Timeframe: - one week after Contract signing.</p>	<p>Task 1. Preparation of the final draft of Study Tour Agenda Identify the priority and relevant topics, institutions and public authorities for the Study Tour;</p> <ul style="list-style-type: none"> • Formal arrangement and confirmation of study cases to be visited; • Development of study tour materials, additional informative materials to be handed out to the participants; • Contact database of experts and relevant institutions to be further used for consultations and networking; • Social events program.
Stage II: Organization of the Study Tour	
Output 2.1 One Study tour (of 8	Task 2. Organization of the Study tour according to the

DELIVERABLES	INDICATIVE ACTIVITIES
<p>days delivered for <u>21 participants</u> from Moldova.</p> <p>Timeframe: Study tour period (8 days) – first week of July, 2017.</p>	<p>endorsed agenda</p> <p>Logistical preparation for the study tour</p> <ul style="list-style-type: none"> • Hotel arrangements (3 stars or above, single rooms); • Preliminary local transportation arrangements; • Meals arrangements for the whole study tour (3 meals per day, breakfast included). <p>Results and deliverables:</p> <ul style="list-style-type: none"> • Delivery of the Study tour: travel to the agreed project owners, institutions and local governments; site visits, presentations and discussions; meetings with relevant public officials and experts; social events, etc; • Wrap-up session to discuss the study visit results, collect feedback from the participants, draw conclusions and recommendations for follow-up activities; • Evaluation forms filled in; • All training materials and working visit materials, photos and participants' evaluation forms are to be submitted to SARD.
Stage III: Reporting	
<p>Output 3.1 Three Case Studies based on the target LAG visit presented to SARD team.</p> <p>Timeframe – 2 weeks after study tour completion</p> <p>Output 3.2 Final report</p> <p>Timeframe – 2 weeks after study tour completion</p>	<p>Task 3. Relevant Case Studies on the target LAG strategic planning and projects' prioritization and implementation in Tuscany Region, Italy</p> <ul style="list-style-type: none"> • At least three Case Studies based on LAG visits relevant to Gagauzia and Taraclia are to be presented to SARD. <p>Task 4. Final Report development and submission to SARD.</p> <ul style="list-style-type: none"> • Final Report in English; <p>All training materials and working visit materials, photos and participants' evaluation forms are to be submitted to SARD Team.</p>

Deliverables

Agendas and other materials pertinent to the participants before the study visit shall be developed and submitted in English, Romanian and Russian, while the activity and final reports shall be submitted in English, in electronic copies.

Bookings and Payments

The Service provider will oversee booking and will pay for Hotels, meals and local transport under close co-ordination with SARD. SARD will be responsible for Air tickets booking and covering international travel costs.

Transport means

At least 25-26 seats bus is preferable for local/regional travels including the trips from/to airport and hotel. A budget friendly Standard Bus should provide a convenient, economical way to

transport a group of people. It must have an Air Conditioning unit, as well as plenty of room for everyone's luggage. Individual, comfortable seats and a spacious centre corridor for passengers.

Participants' Visa Arrangements

SARD will be in charge of assisting the Core group participants in arranging all required travel documentation per each individual and subsequently preparing Group travel documents. At the same time the Service provider will develop and monitor the check lists' completion per each participant and co-ordinate it with SARD. Study tour participants will be responsible for covering their own Visa and Foreign Passport costs if such will be required.

Lot #2

Specific background

In the context of local public administration reform and decentralization, the Government of the Republic of Moldova, with the support of SARD and other international donors is committed to actively promote, stimulate and support the application of 'inter- municipal cooperation' (IMC) tools. The aim is to increase Local Public Authorities (LPAs') capacities to create economies of scale among LPAs to better plan for, invest in and deliver qualitative public services at the local level, as well as promote economic development.

In addition to insufficient financial resources, the limited size of localities is negatively affecting the administrative capacity of LPA to fulfil their functions and deliver qualitative public services to citizens. This involves reduced managerial capacity (greater difficulties in recruiting knowledgeable and skilled staff) and higher per capita costs (diseconomies of scale) in public service delivery. These problems have resulted in poorer quality of public services, have clouded the citizen image of local government and are now hampering the local development processes. Consequently, a very significant part of rural LPA (which represent app. 90% of the total number) do not have sufficient capacities to deliver efficient local public services. These LPA have neither staff nor necessary financial resources for the assurance of complex development functions.

One of the key objective of SARD Programme is to improve management, access and quality of municipal service provision through inter-municipal cooperation, prioritized by updated Local Development strategies. Based on priorities identified in the local strategies for social-economic development, seven Intercommunal Cooperation projects (IMC) will be developed and implemented in the ATU Gagauzia and Taraclia district with EU SARD support. The IMC models will be as examples to advocate for practical innovative solutions to overcome the deficit of capacity of small LPAs to deliver public services. The projects will be focusing on improvement of local service provision and on upgrade the basic public infrastructure, enhancing cooperation across the targeted LPAs, in line with local development strategies for enhanced rural development. The assessment of IMC potential in the communities from ATU Gagauzia and Taraclia district and capacity building activities were performed. As a result of the IMC potential assessment, seven potential IMC clusters were identified and 45 LPAs including from neighboring regions have a better understanding of IMC benefits. The process has been engaged to identify and support seven IMC projects with the best potential in regards to sustainability. It is therefore recommended that the first step would be to develop IMC skills and institutional capacity, along with a long term, cross-cutting activities, whilst at the same time putting in place robust and transparent appraisal, procurement and approvals processes. Once these are in place, and with the appropriate dose of political will, SARD Program beneficiaries would stand a very good chance of attracting the external capital it will need to achieve its infrastructure and wider social and economic goals, to address the needs of its citizens.

C. Scope of Services, Expected Outputs and Target Completion

The Overall Objective of the assignment is transfer of knowledge and experience from functioning IMC in Romania for developing similar IMC models in Gagauzia and Taraclia aiming to increase quality and efficiency of providing public services, public works and other activities of public interest and for contributing to efficient usage of public assets and public money using IMC mechanisms. The IMC models will provide examples to advocate for practical innovative solutions to overcome the deficit of capacity of small LPAs to deliver particular public services.

SARD is looking to contract a company (Company) to organize a Study tour in Romania to showcase the best practices and relevant examples of managing IMC.

The Study tour shall include visits to:

- public institutions of district and local level;
- actual active IMC with different size and profiles (minimum 3 IMC);
- minimum one association of IMC and LPAs;
- minimum three places where IMC have implemented relevant social or economic investments;

Gagauzia and Taraclia agriculture, economic and rural development profiles and specifics are to be considered for visits' relevancy.

Meetings and discussions with public officials, civil society and other representatives in charge of administering IMC are to be organized and presentations are to be held.

Location of Work

Romania – minimum one urban and minimum two rural municipalities with experience in IMC, for example Calarasi and Oltenita municipalities, and communities Gradistea, Ciocanesti and Stefan cel Mare.

Transport means

All the trip is to be performed by bus. A budget friendly Standard Mini Bus should provide a convenient, economical way to transport a mid-sized group of people (minimum 16 passengers). It should have an A/C and heating unit, as well as plenty of room for everyone's luggage. Individual, comfortable seats and a spacious centre corridor for passengers plus a TV set is expected.

Main topics to be covered during the study visit:

General background for IMC creation and operation:

- Historic background and pre-requisites of formerly existent and reformed (aligned to EU regulations) Legal and Regulatory framework accompanying IMC creation;
- IMC institutional, policy and regulatory changes that were required to make things work;
- The specifics of public services development based on IMC in Romania;
- Institutional aspects:
 - pre-requisites for IMC creation at local and regional level;
 - roles and responsibilities of different actors when incorporating IMC;
 - legal forms of IMC.

Specific context of IMC operation:

- Problems addressed through the creation of IMC and implemented rural development projects;
- Roles and responsibilities of IMC members.
- Development strategy principles and identification of IMC priority goals and projects;
- Examples of successful projects demonstrated in perspective: idea-formulation-procedural process-financing- launch- implementation- monitoring- results;
- Specifics of IMC members joint work and responsibilities while tackling rural development issues;
- Specifics of financing issues of joint public services based on IMC development
- Specifics of collaboration with IMC partners, e.g. LPAs, Ministries, State Agencies, Foreign Donors, Local Contributors;
- Main challenges in providing public services learned to be taken in consideration when developing IMC;
- IMC sustainability and plans for future.

Proposed areas of IMC multi-functional communal services to improve the overall quality of public services at the local level to be visited:

- Water and Waste Water maintenance
- Solid Waste Management and green spaces
- Roads maintenance and pedestrian/ street cleaning
- Public lighting network maintenance
- Industrial Park Developments
- Education to modernize the education estate
- Others, if identified as priority.

Duration of the Work

The whole activities (preparation, implementation and reporting) shall be carried out by June 2017. The activities under the present assignment are expected to commence by end of May 2017 and be completed by the end of June 2017 and be carried out in the limits of the above-mentioned general timeframe.

Study tour to Romania will held during: at the end of May 2017 – beginning of June 2017.

Participants' Profiles

In total, it is estimated a number of **16 participants** in the group. It is assumed that additionally to the Core group of 14 members, 1 SARD Program representative SARD and 1 facilitator from a specialised consulting company will participate. The Company will assure 1 Guide and 1 Interpreter. Hiring a guide (with knowledge of Russian) and Interpreter in the host country.

Preliminarily the Core group will be formed of representatives from the following institutions (1 participant per each IMC cluster): Gagauzia LPAs and Taraclia LPAs, potential leaders of a IMC; SARD Program and a specialised consulting company representatives. SARD will have the final responsibility for proposing the final list of participants.

Description of tasks

INDICATIVE ACTIVITIES	DELIVERABLES
Stage I: Preparatory Activities	
<p>Task 1. Preparation of final draft of Study tour</p> <ul style="list-style-type: none"> • Identify the priority and relevant topics, institutions and public authorities for the Study tour; • Formal arrangement and confirmation of study cases to be visited made; • Development of study tour materials, additional informative materials to be handed out to the participants; • Contact database of experts and relevant institutions to be further used for consultations and networking; • Social events program; • Final draft of Study Tour Agenda. 	<p>Output 1.1 One Endorsed Final Study Tour Agenda</p> <p>Output 1.2 Preliminary logistic arrangements made (accommodation, materials, site visits conformation, etc)</p> <p>Timeframe: two weeks from the date of contract signing.</p>
Stage II: Organization of the Study tour	
<p>Task 2. Organization of the Study tour per the endorsed agenda</p> <ul style="list-style-type: none"> • Kick off meeting to present the agenda and the concept of the study tour. <p>Logistical preparation for the study tour</p> <ul style="list-style-type: none"> • Hotel arrangements (3 stars and above, single rooms); • Preliminary international, local/cross border transportation arrangements; • All meals arrangements for the whole study tour (3 meals per day, breakfast included); • Visa or Biometric Foreign Passport facilitation for participants in coordination with SARD staff. <p>Results and deliverables:</p> <ul style="list-style-type: none"> • Delivery of the Study tour: travel to agreed institutions and local governments, site visits, presentations and discussions, meetings with relevant public officials and experts, social events, etc; • Wrap-up session to discuss the study visit results, collect feedback from the participants, draw conclusions and recommendations for follow-up activities; • Evaluation forms filled in; • All training materials and working visit materials, photos and participants' evaluation forms are to be submitted to SARD 	<p>Output 2.1 Study tour delivered to 14 participants from Gagauzia ATU and Taraclia District with 1 facilitator (the Consultant company) and 1 SARD representative.</p> <p>Timeframe: Study tour period is 5 days – End of May - beginning of June, 2017.</p>

INDICATIVE ACTIVITIES	DELIVERABLES
Team.	
Stage III: Case studies	
Task 3. Relevant Case Studies of the European IMC' experience <ul style="list-style-type: none"> At least three Case Studies based on IMC visits relevant to Gagauzia and Taraclia are to be presented to SARD. 	Output 3.1 At least three Case Studies based on IMC visits presented to SARD team. Timeframe – 1 month, by mid-July 2017
Stage IV: Final Reporting	
Task 4. Elaborating and submitting to SARD/SARD of the Final Report on Study tour. <ul style="list-style-type: none"> Final Report in English; Minimum three Case Studies, all training materials and working visit materials, photos and participants' evaluation forms are to be submitted to SARD as part of the Final Report. 	Output 4.1 Final report Timeframe – 1 week, by end of July 2017

Deliverables

Agendas and other materials pertinent to participants shall be developed and submitted in English, Romanian and Russian while activity and final reports shall be submitted in English, in electronic and hard copies.

Bookings and Payments

The Service provider will be responsible for booking and paying Hotels, meals, local and cross-border international travel bus under close co-ordination with the UNDP/SARD. The costs of the in-country guide/ facilitator and interpreter should be included.

Participants' Visa Arrangements

Under a close co-ordination with UNDP, the Company will be in charge of assisting Core group participants in arranging all required travel documentation per each individual and subsequently preparing Group travel documents. At the same time Company, will develop and monitor the check lists' completion per each participant and co-ordinate it with the UNDP/SARD. Study tour' participants will be responsible for covering Biometric Foreign Passport costs if such will incur.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁵

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁶)

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. **RfQ-17/01491**

Lot #1

Item No.	Description/Specification of Services	Quantity	Latest Delivery Date	Unit Price (USD)	Total Price (USD)
1	The Endorsed Final Study Tour Agenda	1			
2	Hotel accommodation	1			
3	Transport costs	1			
4	Meals	1			
5	Translation costs	1			
6	Study tour (8 days delivered for 21 participants)	1			
7	Case Studies based on the target LAG visit presented to SARD team	3			
8	Final report	1			
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

Lot #2

Item No.	Description/Specification of Services	Quantity	Latest Delivery Date	Unit Price (USD)	Total Price (USD)
1	The Endorsed Final Study Tour Agenda	1			
2	Hotel accommodation	1			
3	Transport costs	1			
4	Meals	1			
5	Translation costs	1			
6	Study tour (5 days delivered for 16 participants)	1			
7	Case Studies based on the target LAG visit presented to SARD team	3			
8	Final report	1			
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

TABLE 2: Offer to Comply with Other Conditions and Related Requirements (applicable for both lots)

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			

⁵ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Validity of Quotation			
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]

Description of the offered services (applicable for both lots)

Please specify:

Lot #1 - Study tour to Tuscany Region, Italy for learning best “Local Action Groups” (LAGs) operation practices

Lot #2 - Study tour to Romania for learning best Inter-Municipal cooperation practices

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer’s resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government’s Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: 5 (five) completed /or on going contracts for implementing study tours, capacity building activities for public authorities (according to the Terms of References) performed by the Proposer as main contractor in the past 3 years.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN (where applicable)

This section should demonstrate the Proposer’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.



**UNDP
GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 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.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient (“Recipient”) of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser’s prior written consent; and,

13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances,

including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 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 this Contract 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: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 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 public utility 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 the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers 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.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 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.

22.2 The 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.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses 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.