

# **REQUEST FOR QUOTATION (RFQ)**

NAME & ADDRESS OF FIRM:	DATE: <b>28 April 2017</b>
	REFERENCE: RfQ17/01501

#### Dear Sir / Madam:

We kindly request you to submit your quotation for provision of events management services (including logistics, accommodation and transportation) for the organization of three study tours as detailed in Annex 1 of this RFQ as well as according to the detailed criteria set forth in the Activity Concept Note Annex 3. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations should be submitted on or before <u>12<sup>th</sup> May 2017</u>, <u>10:00</u> (<u>Moldova local time</u>) and via email or courier mail to the address below:

United Nations Development Program in Moldova 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova Attention: Registry Office/Procurement tenders-Moldova@undp.org

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note <u>RfQ17/01501</u>: <u>Events management services for UNODC Moldova</u>".

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Exact Address of Delivery	1. Minsk, Belarus;			
Location (identify all, if	2. Vienna, Austria;			
multiple)	3. Geneva, Switzerland;			
Latest Expected Delivery				
Date and Time	☑As per attached Annex 2 —Description of Services Requested			
Delivery Schedule	⊠Required			
Preferred Currency of	Millionita di Chata a Dalla va			
Quotation	⊠United States Dollars			

Value Added Tax on Price	
Quotation	married discours of the analysis approache manage taxes
Deadline for the	12 <sup>th</sup> May 2017, 10:00 (Moldova local time)
Submission of Quotation All documentations shall	
be in this language	⊠ English or Romanian
be in enis language	<ul> <li>☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</li> <li>☑ Company profile (short info up to 1 page);</li> <li>☑ Copy of Company's Registration Certificate;</li> <li>☑ Drange and iting are used adults (description)</li> </ul>
Documents to be submitted	<ul> <li>☑ Proposed itinerary schedule / description</li> <li>☑ Detailed accommodation description as per remarks specified for each study visit;</li> <li>☑ Sample of catering menu as per remarks specified for applicable – study</li> </ul>
	visit  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	<ul> <li>         ⊠ 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.     </li> <li>         The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.     </li> </ul>
Partial Quotes	
Payment Terms	<ul> <li>         □ Advanced Payment up 20% of contract or         □ Advanced Payment up 80% of contract in case the Vendor submits a bank guarantee payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor     </li> </ul>
Evaluation Criteria	<ul> <li>☑ Technical responsiveness/Full compliance to requirements (as specified in the Annex 2 and 3) and lowest price;</li> <li>☑ Minimum 2 years' experience in organizing study tours and capacity building activities;</li> <li>☑ Availability of authorization or license in tourism services.</li> <li>☑ Full acceptance of the PO/Contract General Terms and Conditions</li> </ul>
UNDP will award to:	☑ One and only one supplier
Type of Contract to be Signed	⊠Contract for professional consulting services
Special conditions of Contract	⊠N/A
Conditions for Release of Payment	
Annexes to this RFQ	Description of the Services Required (Annex 1)  □ Form for Submission of Quotation (Annex 2)  □ Activity Concept Note (Annex 3)  □ General Terms and Conditions / Special Conditions (Annex 4).  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	Veaceslav Paladi, <u>veacesalv.paladi@unodc.org</u> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <a href="http://www.undp.org/procurement/protest.shtml">http://www.undp.org/procurement/protest.shtml</a>.

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: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>.

Thank you and we look forward to receiving your quotation.

Ira Cebotari,

ARR-Operations

# **Description of Services Required**

# I. Study tour nr. 1 - Belarus

Purpose: Provision of logistical support to organize a two days working visit to Minsk for a mixed delegation of representatives from the Health, LEA, Penitentiary and regulatory agencies.

Estimated time period: June - July 2017, duration (3 days /2 nights), including arrival / departure.

Location: **Minsk, Belarus** Participants: **10 persons** 

	cipants: 10 persons	T	
ltem	Generic Description	Unit	Quantity
	RESERVATION OF ACCOMMODATION		
	Group booking of accommodation (10 single rooms/ 1 person per room), with breakfast included, in a 4* hotel standard, in Minsk city centre.	room/night	10 single rooms/2 nights
1.	The rooms to be equipped with free Wi-Fi, air-condition system, bathroom and toilet in each room.		
	Participants will cover the cost of the hotel from the		
	Daily Subsistence Allowance		
	FOOD / CATERING		
2	Courtesy Dinner on second day of study tour (minimum including: Entree, Main course (meat or fish), variety of side dishes (at least 4 types), salad meal (at least 4 types), fruit juice, still sparkling water; mineral water; coffee & tea; cream/milk;	1 dinner	15 persons / 1 dinner
	TRANSPORTATION		
3.	Procurement of air round trip tickets for participants (Chisinau – Minsk – Chisinau), outbound flight before 10.00 AM, outbound / inbound flights duration less than 5 hours	1 round trip air ticket per person	10 round trip air tickets in total
4.	Payment of Daily Subsistence Allowance (DSA) for 10 study visit participants according to UN rates at the time of the study visit (estimated 220 USD Minsk) <u>UN DSA</u> 1 paid in full in advance	2 day DSA to Minsk	10 persons / 2 days
5.	Airport-Hotel transfer for 10 persons	Trip	2 trips (1 trip airport-hotel on Arrival and 1 trip hotel- airport on Departure)
6.	Ground transportation during study tour events as per the completed agenda, including transport to out of Minsk locations with max total distance covered 100 km –		Estimate distance: 100 km; <b>Note</b> : Please specify the daily rent fee of the minibus
7.	Logistic fee cost	For the whole event	2 days

# II. Study tour nr. 2 - Switzerland

Purpose: provision of logistical support to organize a four days working visit to Geneva, Switzerland for a mixed delegation to twine the best models in prisons.

Estimated time period: **June – July 2017**, duration (4 days /3 nights), including arrival / departure of the delegation

Location: Fribourg and Geneva, Switzerland

Participants: 8 persons

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<sup>&</sup>lt;sup>1</sup> http://apps.who.int/bfi/tsy/PerDiem.aspx

ltem	Generic Description	Unit	Quantity
	RESERVATION OF ACCOMMODATION		-
	Group booking for accommodation (8 single rooms/ 1 person per room), with breakfast included, in a 3* hotel	room/night	8 single rooms/1 night
1.	standard, in Fribourg city centre. The rooms to be equipped with free Wi-Fi, air-condition system, bathroom and toilet in each room. Participants will cover the cost of the hotel from the Daily Subsistence Allowance		
2	Group booking for accommodation (8 single rooms/ 1 person per room), with breakfast included, in a 3* hotel standard, in Geneva city centre. The rooms to be equipped with free Wi-Fi, air-condition system, bathroom and toilet in each room. Participants will cover the cost of the hotel from the Daily Subsistence Allowance TRANSPORTATION	room/night	8 single rooms/2 nights
3	Procurement of air round trip tickets for participants (Chisinau – Geneva – Chisinau), morning outbound flight / afternoon inbound flight	ticket per person	8 round trip air tickets in total
4.	Payment of Daily Subsistence Allowance (DSA) for 8 study visit participants according to UN rates at the time of the study visit (estimated 368 USD Switzerland) UN DSA <sup>2</sup> paid in full in advance	3 day DSA to Geneva	8 persons / 3 days
5.	Airport –Hotel transfer for 8 persons	Trip	2 trips (1 trip airport-hotel in Fribourg on arrival and 1 trip hotel in Geneva -airport on departure)
6.	Ground transportation during study tour events as per the completed agenda, including transport Fribourg - Geneva locations with max total distance covered 300 km	(1 minibus suitable to transport max 10 participants),	Estimate distance: 300 km; Note: Please specify the daily rent fee of the minibus + driver. Please specify the fee per kilometre, in case of extra distance
7.	Interpreter services French – Russian	Fee per day	2.5 days
8.	Logistic fee cost	For the whole	3 days

# III. Study tour nr. 3 - Austria

Purpose: provision of logistical support to organize a 2 days working visit to Vienna for a mixed delegation of police officers on service provision for PWID and role of Police.

Period: September – October 2017, (duration 4 days/3 nights), including arrival / departure

Location: Vienna, Austria Participants: 12 persons

ltem	Generic Description	Unit	Quantity
	RESERVATION OF ACCOMMODATION		
1.	Group booking for accommodation (12 single rooms/1 person per room), with breakfast included, in a 3* hotel standard, in Vienna city centre. The rooms to be equipped with free Wi-Fi, air-condition system, bathroom and toilet in each room. Participants will cover the cost of the hotel from the Daily Subsistence Allowance	room/night	12 single rooms/3 nights
	FOOD / CATERING		

<sup>&</sup>lt;sup>2</sup> http://apps.who.int/bfi/tsy/PerDiem.aspx

	Courtesy Dinner on second day of study tour (minimum	1 dinner	
	including: Entree, Main course ( meat or fish), variety of		
2	side dishes (at least 4 types), salad meal (at least 4 types),		16 persons / 1 dinner
	fruit juice, still sparkling water; mineral water; coffee & tea;		
	cream/milk, in a location Vienna city center.		
	TRANSPORTATION		
	Procurement of air round trip tickets for participants	1 round trip air	12 round trip air tickets in
3.	(Chisinau – Vienna – Chisinau), direct flight, outbound	ticket per	total
	arrival before og.oo	person	totai
	Payment of Daily Subsistence Allowance (DSA) for 9 study		
4.	visit participants according to UN rates at the time of the	2 day DSA to	12 persons / 3 days
	study visit (estimated 271 USD Austria ) <u>UN DSA</u> 3 paid in	Vienna	L persons / 3 days
	full in advance		
			2 trips (1 trip airport-hotel
5.	Airport – Hotel transfer for 12 persons	Trip	on arrival and 1 trip hotel-
	All port Protest dansies for 12 persons	ITTP	airport on departure)
			Estimate distance: 30 km;
		(1 minibus	<b>Note</b> : Please specify the
	I(-round transportation during study tour avants as partha	suitable to	daily rent fee of the minibus
6.	completed agenda with max total distance covered 30 km	transport max	
		12	Please specify the fee per
		participants),	kilometer, in case of extra
			distance
7.	Interpreter services German – Russian	Fee per day	2 days
8.	Logistic fee cost	Fee per day	2 days

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 $<sup>^3</sup>$  http://apps.who.int/bfi/tsy/PerDiem.aspx

# FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. RfQ17/01501: Events management services for UNODC Moldova

I. Study tour nr. 1 - Belarus

ltem	Generic Description	Unit	Quantity	Subtotal Price
	RESERVATION OF ACCOMMODATION			
1.	Group booking of accommodation (10 single rooms/ 1 person per room), with breakfast included, in a 4* hotel standard, in Minsk city center. The rooms to be equipped with free Wi-Fi, air-condition system, bathroom and toilet in each room.  Participants will cover the cost of the hotel from the Daily Subsistence Allowance	room/night	10 single rooms/2 nights	
	FOOD / CATERING			
2	Courtesy Dinner on second day of study tour (minimum including: Entree, Main course ( meat or fish), variety of side dishes (at least 4 types), salad meal (at least 4 types), fruit juice, still sparkling water; mineral water; coffee & tea; cream/milk;	1 dinner	15 persons / 1 dinner	
	TRANSPORTATION			
3.	Procurement of air round trip tickets for participants (Chisinau – Minsk – Chisinau), outbound flight before 10.00 AM, outbound / inbound flights duration less than 5 hours	1 round trip air ticket per person	10 round trip air tickets in total	
4.	Payment of Daily Subsistence Allowance (DSA) for 10 study visit participants according to UN rates at the time of the study visit (estimated 220 USD Minsk) UN DSA 4 paid in full in advance	2 day DSA to Minsk	10 persons / 2 days	
5.	Airport-Hotel transfer for 10 persons	Trip	2 trips (1 trip airport-hotel on Arrival and 1 trip hotel-airport on Departure)	
6.	Ground transportation during study tour events as per the completed agenda, including transport to out of Minsk locations with max total distance covered 100 km –	(1 minibus suitable to transport max 10 participants),	Estimate distance: 100 km; Note: Please specify the daily rent fee of the minibus + driver. Please specify the fee per	

<sup>&</sup>lt;sup>4</sup> http://apps.who.int/bfi/tsy/PerDiem.aspx

			kilometer, in case of extra distance	
7.	ILOGISTIC TEE COST	For the whole event	2 days	

II. <u>Study tour nr. 2 - Switzerland</u>

ltem	Generic Description	Unit	Quantity	Unit Price	Subtotal Price
	RESERVATION OF ACCOMMODATION			1 1166	1100
1.	Group booking for accommodation (8 single rooms/ 1 person per room), with breakfast included, in a 3* hotel standard, in Fribourg city center. The rooms to be equipped with free Wi-Fi, air-condition system, bathroom and toilet in each room. Participants will cover the cost of the hotel from the Daily Subsistence Allowance	room/night	8 single rooms/1 night		
2.	Group booking for accommodation (8 single rooms/ 1 person per room), with breakfast included, in a 3* hotel standard, in Geneva city center. The rooms to be equipped with free Wi-Fi, air-condition system, bathroom and toilet in each room. Participants will cover the cost of the hotel from the Daily Subsistence Allowance	room/night	8 single rooms/2 nights		
	TRANSPORTATION	1	0 1		
3.	afternoon inbound flight	1 round trip air ticket per person	air tickets in total		
4.	Payment of Daily Subsistence Allowance (DSA) for 8 study visit participants according to UN rates at the time of the study visit (estimated 368 USD Switzerland) <u>UN DSA</u> <sup>5</sup> paid in full in advance	3 day DSA to	8 persons / 3 days		
5.	Airport – Hotel transfer for 8 persons	Trip	2 trips (1 trip airport-hotel in Fribourg on arrival and 1 trip hotel in Geneva - airport on departure)		
6.		(1 minibus suitable to transport max 10 participants),	Estimate distance: 300 km; Note: Please specify the daily rent fee of the		

 $<sup>^5</sup>$  http://apps.who.int/bfi/tsy/PerDiem.aspx

7.	Interpreter services French – Russian	Fee per day	2.5 days	
8.	Logistic fee cost	For the whole event	3 days	

III. Study tour nr. 3 Austria

III.	Study tour nr. 3 Austria	T	T	T	1 .
ltem	Generic Description	Unit	Quantity	Unit Price	Subtotal Price
	RESERVATION OF ACCOMMODATION				
1.	Group booking for accommodation (12 single rooms/1 person per room), with breakfast included, in a 3* hotel standard, in Vienna city center.  The rooms to be equipped with free Wi-Fi, air-condition system, bathroom and toilet in each room. Participants will cover the cost of the hotel from the Daily Subsistence Allowance	room/night	12 single rooms/3 nights		
	FOOD / CATERING				
2.	Courtesy Dinner on second day of study tour (minimum including: Entree, Main course ( meat or fish), variety of side dishes (at least 4 types), salad meal (at least 4 types), fruit juice, still sparkling water; mineral water; coffee & tea; cream/milk, in a location Vienna city center.	1 dinner	16 persons / 1 dinner		
	TRANSPORTATION				
3.	Procurement of air round trip tickets for participants (Chisinau – Vienna – Chisinau), direct flight, outbound arrival before 09.00	1 round trip air ticket per person	12 round trip air tickets in total		
4.	Payment of Daily Subsistence Allowance (DSA) for 9 study visit participants according to UN rates at the time of the study visit (estimated 271 USD Austria) <u>UN DSA</u> <sup>6</sup> paid in full in advance	2 day DSA to Vienna	12 persons / 3 days		
5.	Airport – Hotel transfer for 12 persons	Trip	2 trips (1 trip airport-hotel on arrival and 1 trip hotel-airport on departure)		
6	Ground transportation during study tour events as per the completed agenda with max total distance covered 30 km	(1 minibus suitable to transport max 12 participants),	Estimate distance: 30 km; Note: Please specify the daily rent fee of the		
7	Interpreter services German –Russian	Fee per day	2 days		
	process process decision in the standing in th	r ee per aay	1- ~~, >	ĺ	1

<sup>&</sup>lt;sup>6</sup> http://apps.who.int/bfi/tsy/PerDiem.aspx

	event		

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

# Study tour services for UNODC Moldova

Purpose: provision of study tour services (including logistics, accommodation and transportation) for the organization of a series of events as per the conditions described in the Annex 1 RfQ17/01501: Study tour services for UNODC Moldova".

Item	Event	Total cost, USD
I.Study tour nr 1	Working visit to Belarus	
II.Study tour nr 2	Working visit to Switzerland	
III.Study tour nr 3	Working visit to Austria	
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TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our	Your Responses			
Quotation are as follows:	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal	
Delivery Lead Time				
Validity of quotation (60 days)				
All Provisions of the UNDP General Terms and Conditions: Please see the <b>Annex 4</b>				

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]

#### **ACTIVITY CONCEPT NOTE**

WORKING VISITS FOR MIXED DELEGATIONS OF REPRESENTATIVES FROM HEALTH, LEA, PRISON AND FOREIGN AFFAIRS

Timeframe: 10 June 2017 - 30 November 2017

### 1. Background

Republic of Moldova is experiencing a concentrated type of HIV epidemic. The epidemic is likely to cause significant damage to public health in Moldova, and may continue to expand in the absence of well-designed and managed HIV/AIDS services targeted to most-at-risk populations (MARPs). According to the National routine statistics as of 2015, the de facto region of Moldova Transnistria (TN) has one of the most serious epidemiologic profiles in terms of HIV and TB. HIV incidence was 46.91 per 100 thousand people in Transnistria versus. 13.68 in the rest of the country, while HIV prevalence was 463.25 in TN vs. 129.89 per 100 thousand elsewhere. Transnistria counts for about 1/3 of the total number of HIV cases and HIV related deaths reported to date by the Republic of Moldova, and for almost half of all AIDS cases, being indicative of late diagnosis and delayed access to care. Throughout Moldova and within Transnistria, the most affected by the epidemic are key populations, including people who inject drugs (PWIDs), sex workers (SW), men having sex with men (MSM), as well as migrant workers and their partners.

In 2013, the estimated number of people who inject drugs (PWIDs) in Moldova was 30,201, of which 20,000 on the right bank (Moldova) of the Nistru and 10,201 on the left bank (Transnistria) of the Nistru. Evidence also indicates high concentration of HIV among PWIDs, consistently high HIV prevalence rates registered in the framework of the integrated bio-behavioural study (IBBS) (23,9% in 2012 and 12.1% in 2009 in Tiraspol). Estimates show that out of the key populations, including PWIDs, only about 5% are covered with testing, treatment, care and support programs.

# SCOPE OF WORK, RESPONSIBILITIES AND SPECIAL CONDITIONS

# **PROJECT OBJECTIVES**

- —Learn the OST treatment and rehabilitation models
- Competencies of key stakeholders to provide integrated HIV/ drug dependence treatment in civil sector consolidated
- Authorities get an understanding about the revision of the normative framework in place and draft amendments to ensure international standards are piloting OST
- Consolidate the already created dialog platform between Belarus and left bank specialists and decision makers.

#### **DESCRIPTION OF THE ACTIVITITES**

Providing study tour services (including logistics, accommodation and transportation) for three study tours according to the Terms of Reference mentioned in this RfQ for the UNODC Moldova Staff, partners and beneficiaries.

# **ROLES AND RESPONSABILITIES**

#### Service Provider responsibilities for:

#### 1. Procurement of air round trip tickets for participants

The selected and contracted service provider shall ensure the most economical and direct flight itinerary available.

The selected and contracted service provider while presenting the financial report for reimbursement of its services shall provide an invoice from the issuing Travel Agency specifying the cost of the air tickets per participant.

Cost of air tickets shall be reimbursed based on the actual cost of the tickets, as per invoice provided by the travel agency. Service Provider must ensure that actual cost of the tickets will not exceed cost indicated in the offer.

#### 2. Procurement of Group booking for accommodation

The selected and contracted service provider shall perform hotel booking of the above mentioned study tours for all the participants. The service provider must ensure an accommodation with the

price per night of stay lower or equal to 50 percent of the DSA/day paid to the participants. Hotel accommodation will be paid directly by the participants at the hotel in the date of accommodation.

The selected and contracted service provider shall ensure that accommodation services include breakfast.

The selected and contracted service provider shall ensure hotel accommodation is located within **3Km of the geographical city center** for each location.

# 3. Procurement of Interpreter services

The selected and contracted service provider shall ensure that the contracted person/persons are Licensed Interpreters with a minimum of 2 years' interpretation experience and will provide translation and/or interpretation services (as per requirements of the Study Tours in Austria and Switzerland) and accompany the participants during all the activities in the UNODC Agreed agenda.

# **UNODC Moldova responsibilities for:**

Confirming study tour period at least with a 20 day notice to selected and contracted service provider. Drafting and presenting a detailed agenda of the study tour to the selected and contracted service provider at least 10 working days before the established and confirmed study tour period. Provide to the selected and contracted service provider contact details of international consultants involved in each activity at least 10 working days before the established and confirmed study tour period. Providing to the selected and contracted service provider all necessary details of the participants, including personal data for air ticket reservation and hotel accommodation.

# **PAYMENT CONDITIONS**

The selected and contracted service provider shall receive an advance payment prior to every study tour equal to the amount of the DSA that participants are entitled to. The final payment for the services provided by the selected and contracted company shall be made after the successful completion of every study tour, submission of the financial report and submission of original invoices for air tickets.

# **Target Group:**

- a) Direct beneficiaries: The participants in events represent a mix of high-level representatives from the MoI, MoJ, Prisons, Transnistria stakeholders and representatives of the NGO.
- b) Indirect beneficiaries: people who inject drugs and people living with HIV/AIDS from the left bank

### **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.
- The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

# 3. TAX EXEMPTION

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

# 4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

# 5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

#### 6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in

workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

#### 7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

#### 8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

# 9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export 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 <u>Force Majeure</u>), 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

- Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
- Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

### 17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### 18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the

Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

# 19. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### 20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.