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REQUEST FOR QUOTATION (RFQ)

UNDP IRH, RBEC	DATE: 1 August 2017
	REFERENCE: UNDP-IRH-RFQ-2017-10

Dear Sir / Madam:

We kindly request you to submit your quotation for "Provision of consumables and equipment for the National Pilot Monitoring Studies and Joint Open Sea Surveys, organized by the EMBLAS-II project, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached here to as Annex 2.

Quotations may be submitted on or before **August 14, 2017 16:00 hours (Istanbul time)** electronically via e-mail to:

procurement.irh@undp.org

Quotations submitted by email must be limited to a maximum of 10 MB, virus-free and no more than 3 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 e-mail 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.

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DDP
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror *UNDP may help on providing VAT Exemption/Custom Clearance forms in line with rules of the countries

¹ Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.



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Exact Address of Delivery Location	Consignee: MV Mare Nigrum MARGRAIN SHIPPING AND TRADING Str. Caraiman Nr.15, Cladirea Administrativa C7, Etaj 2 900117 Constanta ROMANIA Phone: +40-241-639811 Fax: +40-241-639823 E-mail: cristi.ionita@margrain.ro Attn: Mr. Cristian Ionita	
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> Provision of consumables and equipment by 25 August, 2017 to the provided address, in accordance with the Description of Services in Annex 1 to this RFQ.	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Mode of Transport	<input checked="" type="checkbox"/> AIR <input checked="" type="checkbox"/> SEA	<input checked="" type="checkbox"/> LAND
Preferred Currency of Quotation ²	<input checked="" type="checkbox"/> US Dollars (USD)	
Deadline for the Submission of Quotation	14 August 2017 ; 16:00 hours (Istanbul time) (GMT +3)	
All documentations shall be in this language	<input checked="" type="checkbox"/> English	
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"/> Cover letter addressing the requirements stated in Annex 1;; <input checked="" type="checkbox"/> Detailed CV of one key expert responsible for the coordination of supplies; <input checked="" type="checkbox"/> References and their contacts, confirming <ul style="list-style-type: none"> - Experience in working with a laboratory or have a laboratory which is dealing with analysis of organic substances and trace metals in environmental samples. - Contact details of at least one organization or project to which the tenderer provided similar type of services must be a part of the tender documentation; - Experience in working with a laboratory or have a laboratory which has participated in minimum three MSFD or WFD implementation related projects involving analysis of organic substances and trace metals in the past five years. A documented proof of participation in such projects must be a part of the tender documentation. <input checked="" type="checkbox"/> Quality Certificates (ISO, etc., as applicable); <input checked="" type="checkbox"/> Latest Business Registration Certificate	

² 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.



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	<input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance of the Supplier; <input checked="" type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied (if applicable); <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; <input checked="" type="checkbox"/> Written declaration that the tenderer will organize transport of all necessary equipment, sampling and sample preparation devices, cooling facilities, consumables, chemicals and spare parts related to the sampling programme to the provided address in Constanta before August xx, 2017. <input checked="" type="checkbox"/> A detailed breakdown of all items assigned as 'rental; in Table 1.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ³	<input checked="" type="checkbox"/> On a monthly basis after UNDP's confirmation of the services/delivery performed and acceptance of the invoices submitted by the contractor. Payment shall be made latest within 30 days. <input checked="" type="checkbox"/> Full payment after completion of services / supplies. Payment shall be made latest within 30 days after the submission invoices.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁴ <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Institutional Contract/Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/ is delayed
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services/Services based on full compliance with RFQ requirements
Annexes to this RFQ ⁵	<input checked="" type="checkbox"/> Specifications of the Services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

³ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

⁴ 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.

⁵ Where the information is available in the web, a URL for the information may simply be provided.



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Deadline for submitting requests for clarifications/ questions	<p>All requests for clarifications shall be submitted no later than 7 (seven) days prior to the deadline for the Submission of Quotation.</p> <p>Responses to all requests for clarifications will be sent to prospective bidders directly and posted on relevant websites latest the following day.</p>
Contact Person for Inquiries (Written inquiries only) ⁶	<p>Focal Person in UNDP: Ms. Tugce Akpek Procurement Associate</p> <p>E-mail address dedicated for this purpose: procurement.irh@undp.org</p> <p>UNDP shall respond only to inquiries sent to the attention of the focal person through above email address. In case requests for clarification/questions are sent to UNDP through other means without the name of the focal person, UNDP shall not be responsible.</p>

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

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

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

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the 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.

⁶ 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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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/content/undp/en/home/operations/procurement/protestandsanctions/>

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,

Andrey Pogrebnyak
Operations Manager



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Annex 1

Description of Services

BACKGROUND

The EU/UNDP Project 'Improving Environmental Monitoring in the Black Sea' (EMBLAS-Phase 2; EMBLAS-II), dedicated to the protection of the Black Sea environment is implemented in three Black Sea countries: **Georgia, Russian Federation and Ukraine**. The project is addressing the overall need for support in protection and restoring the environmental quality and sustainability of the Black Sea, with the following specific objectives:

- Improve availability and quality of Black Sea environmental data in line with the MSFD and Black Sea Strategic Action Plan (2009) needs;
- Improve partner countries' ability to perform marine environmental monitoring along MSFD principles, taking into account the Black Sea Diagnostic Report II⁷ recommendations on capacity building.

In this context, significant effort and resources will be put into the two project activities:

- PA 2. National Pilot Monitoring Studies (NPMS) - Development and implementation of NPMS for testing and harmonisation of developed by EMBLAS-I drafts of cost-effective National Black Sea Integrated Monitoring and Assessment Programmes (N-BSIMAPs) in accordance with reporting obligations under the WFD, MSFD and BSIMAP.
- PA 4. Joint Open Sea Surveys (JOSS) - Implementation of the Joint Black Sea Surveys methodology along the lines of the MSFD, WFD and BSIMAP.

The aim of these activities will be establishment of sustainable schemes for testing of separate parts of N-BSIMAPs and obtaining high quality new data via **National Pilot Monitoring Studies (NPMS) in the coastal and territorial waters and Joint Open Sea Surveys (JOSS) in the Exclusive Economic Zone (EEZ) open sea waters area of Black Sea countries**.

In the frame of the above mentioned Project Activities **the first large scale national pilot surveys were organized in May/June 2016. The second round of monitoring surveys are planned to be organized in August/September 2017**. The field surveys will be conducted by the expert staff of the partner's country scientific institutes and their experts involved the national monitoring. The surveys will facilitate collection of sufficient, quality controlled and comparable data sets for the assessment of the Black Sea environmental status. The surveys will focus on determination of physical, chemical and biological parameters.

Samples of water, sediments and biota will be collected within NPMS and JOSS in the coastal, territorial and EEZ area, to be further analysed for:

- WFD priority substances;
- Suspected Black Sea Specific Substances;
- Non-target screening to be performed.

⁷ This report was produced by EMBLAS-I, and provided analysis of achievements and gaps in the field of Black Sea monitoring/data collection and assessments. It contains recommendations on the needed revision in monitoring and required harmonization so that to build the knowledge for an ecosystem-based environmental protection and sustainable use of the Black Sea.



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The samples should be stored on board of the survey ship under controlled temperature conditions and after return to Constanta (Research Vessel home port) the project will arrange their shipment to specialized laboratories.

REQUIRED SERVICES

The tenderer is required to provide necessary equipment and material to facilitate sample storage and shipment to an analytical laboratory as identified by the project, in particular:

1. Refrigerators and freezers with sufficient volume for cooling of all samples during the survey.
2. Sufficient number of pre-cleaned sampling containers for storage of all samples and cooling boxes with cooling inserts for their shipment by courier and car transport.
3. Sample preparation equipment with all needed consumables and spare parts if handling of samples is foreseen on board of the survey ship.
4. Equipment for wet sieving of sediment samples on board of the survey ship.
5. Equipment for filtration of water samples for trace metal analysis.
6. Chemicals necessary for analyses and storage of samples.

The detailed list of the material is provided in Table 1.

THE SUPPLIER NEEDS TO COMPLY WITH THE FOLLOWING MINIMUM REQUIREMENTS:

1. To have experience in working with a laboratory or have a laboratory which is dealing with analysis of organic substances and trace metals in environmental water, sediment and biota samples.
2. To have experience in working with a laboratory or have a laboratory which has participated in minimum three MSFD or WFD implementation related projects involving analysis of organic substances and trace metals in environmental samples in the past five years. A documented proof of participation in such projects must be a part of the tender documentation.
3. All necessary sampling and sample transport containers, sample preparation devices, consumables, chemicals and spare parts related to the sampling programme required by the tenderer must be delivered before August xx, 2017 to the address of the official shipment agent of the research vessel Mare Nigrum:

Consignee: MV Mare Nigrum
MARGRAIN SHIPPING AND TRADING
Str. Caraiman Nr.15,
Cladirea Administrativa C7, Etaj 2
900117 Constanta
ROMANIA
Phone: +40-241-639811
Fax: +40-241-639823
E-mail: cristi.ionita@margrain.ro
Attn: Mr. Cristian Ionita



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Table 1: The minimum list of required supplies

no	Title/item1 Description	Unit of measure	No. of units
1	Rental of refrigerator (min volume 280 liters, temp. 4°C deg.)	pcs	1
2	Rental of refrigerator (min volume 240 liters, temp. 4°C deg.)	pcs	1
3	Rental of refrigerator (min volume 210 liters, temp. 4°C deg.)	pcs	1
4	Rental of freezer (min volume 160 liters, temperature -18°C deg.)	pcs	1
5	Rental of freezer (min volume 210 liters, temperature -18°C deg.)	pcs	1
6	Rental of portable refrigerator with 12 V adapter for car transport	pcs	2
7	Rental of portable refrigerators (15-20 l volume)	pcs	50
8	Rental of large volume transport boxes (ca. 50 l volume)	pcs	4
9	Rental of large volume transport boxes (ca. 30 l volume)	pcs	2
10	Rental of cooling inserts	pcs	500
11	Rental of Temperature data loggers	pcs	10
12	Rental of Plankton net (10um)	pcs	1
13	Rental of Sediment sieving device	pcs	1
14	Rental of Set of stainless steel sieves	pcs	1
15	Rental of 63 um stainless steel sieve for final fraction	pcs	2
16	Rental of Universal Wet Clamp for wet sieving	pcs	1
17	Rental of Set up for metal filtration (clamp, glassware, small vacuum pump)	pcs	1
18	Rental of pH-meter	pcs	1
19	Rental of SPE-DEX extractor	pcs	1
20	Set up for SPE DEX (disks)	pcs	2
21	Set up for SPE DEX (solvents)	pcs	1
22	SPE- set of internal standards	pcs	1
23	SPE - nylon membrane filters 0,45um, ID 47 mm, 100 units	pcs	2
24	Glass Microfiber Filter (ID 47 mm, 100 units)	pcs	1
25	Membrane filter - type 113 CN -cellulose - nitrate, 0.45 um, diameter 50 mm	pcs	50
26	Membrane filter - cellulose - 0.45 um, diameter 50 mm	pcs	200
27	Rental of Nitrogen evaporator	pcs	1
28	Nitrogen cylinder 50	pcs	1
29	Membrane filter - mixed cellulose filter, 0.45 um, ID 47 mm, 100 units	pcs	2
30	Box - Glass Microfiber Filter (ID 47 mm, 100 units) for chlorophyl-a	pcs	2
31	Glass fibre filters Whatman (reserve for phytoplankton)	pcs	145
32	Filters nuclear pore size of 1.5 microns (1mx1m size)	pcs	10
33	Chamber for reverse filtration	pcs	1
34	Glassware - 1 l dark glass, glass stopper; organic substances in water samples	pcs	65
35	Glassware - 0.5 l dark glass wide neck, glass stopper; biota, sediments	pcs	80
36	Containers - (0.25 l PP; trace metals in water samples)	pcs	60
37	Containers - (2 l - polycarbonate)	pcs	25
38	Containers - (0.5 l PP; wide neck; biota, sediments)	pcs	110



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no	Title/item1 Description	Unit of measure	No. of units
39	HDPE - containers for distilled water - 5 l	pcs	160
40	HDPE - containers for distilled water - 20 l	pcs	12
41	HDPE - containers for SPE samples - 3 l	pcs	14
42	Plastic bottles with wide neck for sediments (1 l - PP, for sediment and biota)	pcs	90
43	Plastic basin 5-10 litres	pcs	3
44	Zip plastic bags - 2 l	pcs	100
45	Flask 50 ml of dark glass with a narrow mouth heat-resistant	pcs	100
46	Plastic bottles (polypropylene) with a screw cap, volume 50 ml, for Trace Metals	pcs	50
47	Foil, 0.10 × 25 m, thickness 0.1 mm	pcs	3
48	Ultrafiltration module after UF for water treatment system TKA Smart2Pure	pcs	1
49	Long pathlength rectangular cell holder Holds 20, 50 and 100 mm rectangular cells and rectangular flowcells (Agilent Part# 110059900)	pcs	1
50	Vials 1.7 ml with lid and septum 9 mm for chromatograph (Agilent Vials Part# 5182-0714 or equivalent)	pcs	100
51	Macro cell with PTFE lid 45×12,5×102,5 mm (Agilent Part# 6610016300 or equivalent)	pcs	4
52	Macro cell with PTFE lid 45×12,5×52,5 mm (Agilent Part# 6610016400 or equivalent)	pcs	4
53	Macro cell with PTFE lid 45×12,5×22,5 mm (Agilent Part# 6610016500 or equivalent)	pcs	2
54	Tip for automatic pipette, 1-5 ml	pcs	300
55	SRM - Standard Reference Material (Trace Me, bottom sediments)	pcs	1
56	SRM (Trace Metals, biota - mussels)	pcs	1
57	Standard-titer pH-metry 6.86 (Potassium phosphate monosubstituted) - 100 ml packing	pcs	4
58	Standard-titer pH-metry 9,18 (sodium tetraborono-acid) - 100 ml packing	pcs	4
59	Standard solution Phosphorus phosphate 0.125 mg/cm ³ - 100 ml packing)	pcs	3
60	Standard solution Nitrogen nitrite 0.1 mg/cm ³ - 100 ml packing	pcs	3
61	Standard solution Nitrogen nitrate 0.1 mg/cm ³ - 100 ml packing	pcs	3
62	Standard solution for Silicon 1.0 mg/cm ³ - 100 ml packing	pcs	3
63	Standard solution of Arsenic (As) 0.1 mg/cm ³ - 100 ml packing	pcs	2
64	Standard solution of Cobalt (Co) 1 mg/cm ³ - 100 ml packing	pcs	2
65	Standard solution of Cadmium (Cd) 1 mg/cm ³ - 100 ml packing	pcs	2
66	Standard solution of Chromium (Cr) 1 mg/cm ³ - 100 ml packing	pcs	2
67	Standard lead solution of Lead (Pb) 1.00 mg/cm ³ - 100 ml packing	pcs	2
68	Standard solution of Copper (Cu) 1.00 mg/cm ³ - 100 ml packing	pcs	2
69	Standard zinc solution of Zinc (Zn) 1.00 mg/cm ³ - 100 ml packing	pcs	2
70	Standard solution of Nickel (Ni) 1.00 mg/cm ³ - 100 ml packing	pcs	2
71	Standard solution of Iron (Fe) 1.00 mg/cm ³ - 100 ml packing	pcs	2



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no	Title/item1 Description	Unit of measure	No. of units
72	Standard solution of Manganese (Mn) 1.00 mg/cm ³ - 100 ml packing	pcs	2
73	Acetone (7.5 l and 10 l)	liter	17,5
74	Acetic acid p.a.	liter	1
75	Hydrochloric acid p.a.	liter	1
76	Cyclohexane analytical grade	liter	2
77	n-Hexane chromatography grade	liter	11
78	Double distilled water (12x20 l and 3x20 l)	liter	300
79	Methanol - for LVE	liter	10
80	Isopropanol - for LVE	liter	10
81	MILLI-Q water	liter	50
82	Potassium iodide (U.S.P.)	kg	0.2
83	Hydrochloric acid (A.C.S.)	liter	10
84	Sulfuric Acid (U.S.P.)	liter	10
85	Sodium tetraborohydride, anhydrous for atomic absorption (A.C.S.)	kg	0.5
86	Potassium iodide for atomic absorption (A.C.S.)	kg	0.2
87	Ethyl alcohol (Reagent)	liter	10
88	Carbon tetrachloride (A.C.S.)	liter	1
89	Formaldehyde (36%)	liter	5
90	Sodium borate (Na ₂ B ₄ O ₃ ·10H ₂ O)	kg	1
91	Sterivex filters (50 pieces pack)	pack	11
92	50 ml Falcon tube with conical bottom	pcs	1000
93	GPWP04700 Millipore Express PLUS Membrane Filter, polyethersulfone, Hydrophilic, 0.22 µm, 47 mm (100 pieces packing)	pack	2
94	ATTP04700 Isopore Membrane Filter, polycarbonate, Hydrophilic, 0.8 µm, 47 mm, white, plain (100 pieces packing)	pack	1
95	Glass microfiber filters, GF/A, diam. 47 mm, Whatman (100 pieces packing)	pack	1
96	3.0 ml sterile syringes without needles	pcs	550
97	50 ml sterile luer-lock syringes	pcs	200
98	5 ml sterile syringes	pcs	200
99	Parafilm 100 mm Wide/ 75 m long	pack	2
100	DNA away surface decontaminant (spraybottle - 475 ml)	bottle	2
101	HDPE containers - 5 liter	pcs	55
102	HDPE containers - 20 liter	pcs	25
103	RNAlater™ Stabilization Solution (500ml bottle)	bottle	3
104	15 ml polypropylene centrifuge tubes with conical bottom, graduation, writing area and with screw cap	pcs	500
105	50 ml polypropylene centrifuge tubes with conical bottom, graduation, writing area and with screw cap	pcs	500
106	Ethanol - absolute (to fill up the tubes of 15 ml, 50 ml and 100 ml)	litres	5



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no	Title/item1 Description	Unit of measure	No. of units
107	Multipurpose beaker, PP, 100 ml, with screw cap, graduated, non-sterile (300 pieces packing)	pack	1
108	Glass filter holder assembly with funnel, fritted base, stopper, clamp, 47 mm	pcs	3
109	Latex-free and powder-free nitrile gloves size M, 100 /pack	pack	2
110	Aluminium foil	pack	1
111	Permanent marker thin tip	pcs	4
112	Paper towels	pcs	3
113	One side tape Scotch	pcs	2

¹ All items assigned as 'rental' must be described in detail, including the description of each part of the set up/ manufacturer/ type / volume/ purity of chemicals etc.

EVALUATION AND SELECTION CRITERIA

The selection process is based on the technical responsiveness / full compliance to requirements and lowest price provided by the offeror.

The following criteria will be considered:

- Compliance with the administrative requirements (providing all documents as specified above)
- Compliance with the minimum requirements
- Ability to provide and deliver all equipment and supplies as specified in the Table 1 and above



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Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁸

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁹)

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. **UNDP-IRH-RFQ-2017-10**:

TABLE 1: Offer to Specifications and Requirements

no	Title/item ¹ Description	Unit of measure	Price per unit in USD	No. of units	Total price in USD
1	Rental of refrigerator (min volume 280 liters, temp. 4°C deg.)	pcs		1	
2	Rental of refrigerator (min volume 240 liters, temp. 4°C deg.)	pcs		1	
3	Rental of refrigerator (min volume 210 liters, temp. 4°C deg.)	pcs		1	
4	Rental of freezer (min volume 160 liters, temperature - 18°C deg.)	pcs		1	
5	Rental of freezer (min volume 210 liters, temperature - 18°C deg.)	pcs		1	
6	Rental of portable refrigerator with 12 V adapter for car transport	pcs		2	
7	Rental of portable refrigerators (15-20 l volume)	pcs		50	
8	Rental of large volume transport boxes (ca. 50 l volume)	pcs		4	
9	Rental of large volume transport boxes (ca. 30 l volume)	pcs		2	
10	Rental of cooling inserts	pcs		500	
11	Rental of Temperature data loggers	pcs		10	
12	Rental of Plankton net (10um)	pcs		1	
13	Rental of Sediment sieving device	pcs		1	
14	Rental of Set of stainless steel sieves	pcs		1	
15	Rental of 63 um stainless steel sieve for final fraction	pcs		2	
16	Rental of Universal Wet Clamp for wet sieving	pcs		1	
17	Rental of Set up for metal filtration (clamp, glassware, small vacuum pump)	pcs		1	
18	Rental of pH-meter	pcs		1	
19	Rental of SPE-DEX extractor	pcs		1	
20	Set up for SPE DEX (disks)	pcs		2	

⁸ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



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no	Title/item ¹ Description	Unit of measure	Price per unit in USD	No. of units	Total price in USD
21	Set up for SPE DEX (solvents)	pcs		1	
22	SPE- set of internal standards	pcs		1	
23	SPE - nylon membrane filters 0,45um, ID 47 mm, 100 units	pcs		2	
24	Glass Microfiber Filter (ID 47 mm, 100 units)	pcs		1	
25	Membrane filter - type 113 CN -cellulose - nitrate, 0.45 um, diameter 50 mm	pcs		50	
26	Membrane filter - cellulose - 0.45 um, diameter 50 mm	pcs		200	
27	Rental of Nitrogen evaporator	pcs		1	
28	Nitrogen cylinder 50	pcs		1	
29	Membrane filter - mixed cellulose filter, 0.45 um, ID 47 mm, 100 units	pcs		2	
30	Box - Glass Microfiber Filter (ID 47 mm, 100 units) for chlorophyl-a	pcs		2	
31	Glass fibre filters Whatman (reserve for phytoplankton)	pcs		145	
32	Filters nuclear pore size of 1.5 microns (1mx1m size)	pcs		10	
33	Chamber for reverse filtration	pcs		1	
34	Glassware - 1 l dark glass, glass stopper; organic substances in water samples	pcs		65	
35	Glassware - 0.5 l dark glass wide neck, glass stopper; biota, sediments	pcs		80	
36	Containers - (0.25 l PP; trace metals in water samples)	pcs		60	
37	Containers - (2 l - polycarbonate)	pcs		25	
38	Containers - (0.5 l PP; wide neck; biota, sediments)	pcs		110	
39	HDPE - containers for distilled water - 5 l	pcs		160	
40	HDPE - containers for distilled water - 20 l	pcs		12	
41	HDPE - containers for SPE samples - 3 l	pcs		14	
42	Plastic bottles with wide neck for sediments (1 l - PP, for sediment and biota)	pcs		90	
43	Plastic basin 5-10 litres	pcs		3	
44	Zip plastic bags - 2 l	pcs		100	
45	Flask 50 ml of dark glass with a narrow mouth heat-resistant	pcs		100	
46	Plastic bottles (polypropylene) with a screw cap, volume 50 ml, for Trace Metals	pcs		50	
47	Foil, 0.10 x 25 m, thickness 0.1 mm	pcs		3	
48	Ultrafiltration module after UF for water treatment system TKA Smart2Pure	pcs		1	
49	Long pathlength rectangular cell holder Holds 20, 50 and 100 mm rectangular cells and rectangular flowcells (Agilent Part# 110059900)	pcs		1	



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no	Title/item ¹ Description	Unit of measure	Price per unit in USD	No. of units	Total price in USD
50	Vials 1.7 ml with lid and septum 9 mm for chromatograph (Agilent Vials Part# 5182-0714 or equivalent)	pcs		100	
51	Macro cell with PTFE lid 45×12,5×102,5 mm (Agilent Part# 6610016300 or equivalent)	pcs		4	
52	Macro cell with PTFE lid 45×12,5×52,5 mm (Agilent Part# 6610016400 or equivalent)	pcs		4	
53	Macro cell with PTFE lid 45×12,5×22,5 mm (Agilent Part# 6610016500 or equivalent)	pcs		2	
54	Tip for automatic pipette, 1-5 ml	pcs		300	
55	SRM - Standard Reference Material (Trace Me, bottom sediments)	pcs		1	
56	SRM (Trace Metals, biota - mussels)	pcs		1	
57	Standard-titer pH-metry 6.86 (Potassium phosphate monosubstituted) - 100 ml packing	pcs		4	
58	Standard-titer pH-metry 9,18 (sodium tetraborono-acid) - 100 ml packing	pcs		4	
59	Standard solution Phosphorus phosphate 0.125 mg/cm ³ - 100 ml packing)	pcs		3	
60	Standard solution Nitrogen nitrite 0.1 mg/cm ³ - 100 ml packing	pcs		3	
61	Standard solution Nitrogen nitrate 0.1 mg/cm ³ - 100 ml packing	pcs		3	
62	Standard solution for Silicon 1.0 mg/cm ³ - 100 ml packing	pcs		3	
63	Standard solution of Arsenic (As) 0.1 mg/cm ³ - 100 ml packing	pcs		2	
64	Standard solution of Cobalt (Co) 1 mg/cm ³ - 100 ml packing	pcs		2	
65	Standard solution of Cadmium (Cd) 1 mg/cm ³ - 100 ml packing	pcs		2	
66	Standard solution of Chromium (Cr) 1 mg/cm ³ - 100 ml packing	pcs		2	
67	Standard lead solution of Lead (Pb) 1.00 mg/cm ³ - 100 ml packing	pcs		2	
68	Standard solution of Copper (Cu) 1.00 mg/cm ³ - 100 ml packing	pcs		2	
69	Standard zinc solution of Zinc (Zn) 1.00 mg/cm ³ - 100 ml packing	pcs		2	
70	Standard solution of Nickel (Ni) 1.00 mg/cm ³ - 100 ml packing	pcs		2	
71	Standard solution of Iron (Fe) 1.00 mg/cm ³ - 100 ml packing	pcs		2	



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no	Title/item ¹ Description	Unit of measure	Price per unit in USD	No. of units	Total price in USD
72	Standard solution of Manganese (Mn) 1.00 mg/cm ³ - 100 ml packing	pcs		2	
73	Acetone (7.5 l and 10 l)	liter		17,5	
74	Acetic acid p.a.	liter		1	
75	Hydrochloric acid p.a.	liter		1	
76	Cyclohexane analytical grade	liter		2	
77	n-Hexane chromatography grade	liter		11	
78	Double distilled water (12x20 l and 3x20 l)	liter		300	
79	Methanol - for LVE	liter		10	
80	Isopropanol - for LVE	liter		10	
81	MILLI-Q water	liter		50	
82	Potassium iodide (U.S.P.)	kg		0.2	
83	Hydrochloric acid (A.C.S.)	liter		10	
84	Sulfuric Acid (U.S.P.)	liter		10	
85	Sodium tetraborohydride, anhydrous for atomic absorption (A.C.S.)	kg		0.5	
86	Potassium iodide for atomic absorption (A.C.S.)	kg		0.2	
87	Ethyl alcohol (Reagent)	liter		10	
88	Carbon tetrachloride (A.C.S.)	liter		1	
89	Formaldehyde (36%)	liter		5	
90	Sodium borate (Na ₂ B ₄ O ₃ ·10H ₂ O)	kg		1	
91	Sterivex filters (50 pieces pack)	pack		11	
92	50 ml Falcon tube with conical bottom	pcs		1000	
93	GPWP04700 Millipore Express PLUS Membrane Filter, polyethersulfone, Hydrophilic, 0.22 µm, 47 mm (100 pieces packing)	pack		2	
94	ATTP04700 Isopore Membrane Filter, polycarbonate, Hydrophilic, 0.8 µm, 47 mm, white, plain (100 pieces packing)	pack		1	
95	Glass microfiber filters, GF/A, diam. 47 mm, Whatman (100 pieces packing)	pack		1	
96	3.0 ml sterile syringes without needles	pcs		550	
97	50 ml sterile luer-lock syringes	pcs		200	
98	5 ml sterile syringes	pcs		200	
99	Parafilm 100 mm Wide/ 75 m long	pack		2	
100	DNA away surface decontaminant (spraybottle - 475 ml)	bottle		2	
101	HDPE containers - 5 liter	pcs		55	
102	HDPE containers - 20 liter	pcs		25	
103	RNAlater™ Stabilization Solution (500ml bottle)	bottle		3	



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no	Title/item ¹ Description	Unit of measure	Price per unit in USD	No. of units	Total price in USD
104	15 ml polypropylene centrifuge tubes with conical bottom, graduation, writing area and with screw cap	pcs		500	
105	50 ml polypropylene centrifuge tubes with conical bottom, graduation, writing area and with screw cap	pcs		500	
106	Ethanol - absolute (to fill up the tubes of 15 ml, 50 ml and 100 ml)	liter		5	
107	Multipurpose beaker, PP, 100 ml, with screw cap, graduated, non-sterile (300 pieces packing)	pack		1	
108	Glass filter holder assembly with funnel, fritted base, stopper, clamp, 47 mm	pcs		3	
109	Latex-free and powder-free nitrile gloves size M, 100 /pack	pack		2	
110	Aluminium foil	pack		1	
111	Permanent marker thin tip	pcs		4	
112	Paper towels	pcs		3	
113	One side tape Scotch	pcs		2	
114	Transport to and from Constanta				
	Total Price				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

¹ All items assigned as 'rental' must be described in detail, including the description of each part of the set up/ manufacturer/ type / volume/ purity of chemicals etc.



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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Ability to provide all services specified in Annex 1			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions (Annex 3)			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]



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Annex 3

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.



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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.



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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



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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.