

## **REQUEST FOR QUOTATION (RFQ)**

Bidder	DATE: February 21, 2020
	REFERENCE: 2020/UNDP-MMR/PN/014

Dear Sir / Madam:

We kindly request you to submit your quotation for **the provision of Event Management Services in various area for UNODC Myanmar**, as detailed in Annex 1 of this RFQ.

When preparing your quotation, please be guided by the form attached hereto as Annex 2 and Annex 3 .

Quotations may be submitted on or before March 1, 2020and via (choose appropriate box)  $\boxtimes e$ -mail,  $\boxtimes courier$  mail or  $\square facsimile$  to the address below:

### **United Nations Development Programme**

No.6, Natmauk Road, Tamwe Township Ref: 2020/UNDP-MMR/PN/014 Attention: Programme Support Team Leader bids.mm@undp.org

- For hard copy quotations, please send your quotations in sealed envelopes to The United Nations
   Development Programme, No. 6 Natmauk Road, Tamwe Township, Yangon, PO Box. 650, 11211
   Yangon as early as possible before the deadline of March 1, 2020;
- For electronic submission, please send only the duly completed Quotation Documents with above-mentioned RFP No. to <a href="mailto:bids.mm@undp.org">bids.mm@undp.org</a> (Please protect the Quotations with password and send the password within 24 hours after closing the deadline for submission;
- UNDP takes no responsibility for effective delivery of the electronic document.
- Please note, if your file was successfully sent to <a href="mailto:bids.mm@undp.org">bids.mm@undp.org</a> you should receive the message subjected 'Success! Your proposal was sent to the secured e-mail'. If upon submission you do not receive the confirmation message, please contact <a href="mailto:procurement.mm@undp.org">procurement.mm@undp.org</a> for clarifications.

Quotations submitted by email must be limited to a maximum of 2MB, 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: [check the condition that applies to this RFQ, delete the entire row if condition is not applicable to the goods being procured]

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	As per mentioned in the TOR
Exact Address/es of Delivery Location/s (identify all, if multiple)	As per mentioned in the TOR
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	As per mentioned in the TOR
Preferred Currency of Quotation	⊠Local Currency : Kyat
Value Added Tax on Price Quotation	☐ Must be inclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	COB, Sunday, March 01, 2020 and Yangon Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	□ English
Documents to be submitted	<ul> <li>☑ Duly Accomplished, Signed (company stamped) Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</li> <li>☑ Latest Business Registration Certificate;</li> <li>☑ Company Profile</li> <li>☑ Track record for the similar service</li> </ul>
Period of Validity of Quotes starting the Submission Date	
	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	Permitted but supplier has to submit full required service for each Lot
Payment Terms	
Liquidated Damages	N/A
Evaluation Criteria	☑ Evaluation will be conducted by Lot wise
[check as many as applicable]	□ Technical responsiveness/Full compliance to requirements and lowest price
	□ Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	☑ One or more supplier
Type of Contract to be Signed	☑ Contract for goods/or service
Conditions for Release of Payment	☑ Upon satisfactory completion of services (Upon confirmation by UNODC Myanmar that services have been provided as per requirement))
Annexes to this RFQ	<ul> <li>         ⊠ Specifications of the Goods/Services Required and detailed statement of work (Annex 1)         ≅ Form for Submission of Quotation (Annex 2)         ≅ General Terms and Conditions / Special Conditions (Annex 3).     </li> <li>         Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.     </li> </ul>
Contact Person for Inquiries (Written inquiries only)	Mr Min Min Thein, Procurement Analyst ( <a href="min.min.thein@undp.org">min.min.thein@undp.org</a> ), Aye Wa, Procurement Assistant ( <a href="aye.wa@undp.org">aye.wa@undp.org</a> )  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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:

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: <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.

Sincerely yours,

Krishna Raj Adhikari Head of Common Services and Transaction Services Unit 21 February 2020

#### Lot 1

#### **Terms of Reference**

### A. Title of the event

Workshop on Corruption Risk Management in the Fisheries Sector

#### B. Date and venue of the event

23 to 25 March for the total of 35 participants in Nay Pyi Taw

#### C. Scope of work

The Contractor is obliged to provide event management services of the activities mentioned in the Section B. Services include arrangement of training room, accommodations and dinner for the participants, reimbursement of travel expenses to those who are participating across Myanmar, liaise in translation of PowerPoint presentations, and provide event administrative support. The venue of the training shall be at 3- 4-star hotel rating in Nay Pyi Taw. The Contractor is to arrange accommodation for 10 participants (Trainers) at 4-star rating hotel.

At least a week before the event, UNDP/UNODC will submit the list of the required services along with the approved Purchase Order (PO) to the Contractor. Based on the PO, the Contractor shall initiate the process and upon the successful completion of the event shall send the signed and stamped invoice to UNDP/UNODC for payment/reimbursement.

The contractor is required to follow the guidance from Sustainability Partner Information Sheet.

## The Contractor is expected to undertake the following services

## (1) Venues arrangements for the training

The Contractor shall, upon request and receipt of duly authorized instructions from UNDP/UNODC, facilitate hosting of the training at the selected venue and associated services in Nay Pyi Taw on the dates mentioned in the Section B.

There will be around 15 participants who will attend the opening session of the workshop. Therefore, the Contractor is required special arrange morning refreshments (Tea/Coffee and snack) for 15 participants.

The estimated participants of the workshop is around 35. The layout of the training room should be a round table setting with 5-6 (up to 7) participants at each table. Thus, appropriate room that can accommodate all 40 participants at ease is required.

The participants shall be provided with meals and refreshments during a 3-day training, multiple food stations should be organized to reduce queuing. Refreshments and lunch menus shall be discussed and confirmed with UNODC in advance of the event.

The following equipment are needed in the training room.

- Projector and laser pointer;
- Podium with microphone;
- Cordless microphones;
- Laptop:
- Arrange one Interpreter (English-Myanmar and vice-versa);
- Translation devices for opening session (50 sets);
- Translation devices for full day training (35 sets);
- 10 Flip chart papers, flip chart stands with markers (black, blue and red colors), A4 papers and post-it papers/sticky notes;
- Different sizes of post-it papers, A4 papers and A3 papers;
- Banner;
- Backdrop (UNODC will provide the design of the backdrop to the Contractor one week advance of the event).
- 7 round table with 5-6 chairs per each table, with table/ chair cloth
- Purified Drinking Water on the table shall be served with Water Jug with separate glass for each participant instead of water bottles.

### (2) Accommodation and dinner for the participants

The Contractor shall arrange accommodation and dinner of the participants coming from different locations across Myanmar. The Contractor is needed to pay for the cost of accommodation and dinner of the participants.

- 10 standard rooms for 10 participants (check-in on 22 March afternoon and check-out on 26 March before noon)
- Arrange dinner for 10 participants for three nights (night of 22<sup>nd</sup>, night of 23<sup>rd</sup>, night of 24<sup>th</sup> March)

#### (3) Reimbursement of travel expenses to the participants

The Contractor shall make reimbursement of travel expenses to the participants in accordance with the rates set by UNDP/UNODC. One focal person of the Contractor shall reimburse the expenses to the participants on the first day of the training in the hotel.

At least a week before the start of the event, UNDP/UNODC will submit the list of participants along with the route and amount payable to them. Approved Purchase Order (PO) will be sent to the Contractor by UNDP. The Contractor is obliged to pay the amount (30000 MMK) to the 20 participants from inside Nay Pyi Taw and (80000 MMK) to the 10 participants from different regions and get his/her signature along with their National ID (NID).

To claim the reimbursement, the Contractor must submit the signed list along with its invoice for the same services to be processed by the UNDP. Then, UNDP will transfer the amount to the Contractor's bank account.

### (4) Printing and photocopying

Printing/photocopying requirements shall be sent to the Contractor a week prior to commencement of the event. The Contractor is obliged to make the printing/photocopying

materials ready on the day of the event. Estimate pages of printing will be 500 and photocopying will be 4,000 pages.

UNODC will be providing the printing design and design to the Contractor 3 week in advance. The contractor shall provide a sample per items to be checked and proof before the final production of printing.

Contractor shall send the Logistics Notes to UNDP/UNODC one week before the event.

## D. Institutional arrangement

Staffing: At least one staff member of the Contractor shall be introduced as their focal point to UNODC to:

- Coordinate and communicate with UNODC
- Process the requests received from UNODC
- Provide the financial documents for reimbursement
- AOB related to the organization of the event

## E. Price and schedule of payments

UNDP shall pay the Contractor in accordance with the terms of contract/PO. The payment shall be based on the services/goods ordered by UNDP/UNODC and delivered by the Contractor in accordance to the approved Purchase Order (PO). The Contractor will arrange the required services and goods based on the UNDP/UNODC request. Upon completion of services & delivery of goods, the Contractor shall submit the invoice to the UNDP for the work completed in accordance with approved PO.

Payment will be made within (30) days of the receipt of the invoice.

Lot 2

## **Terms of Reference**

## A. Title, Date, Duration and location of the events

No	Title of event	Duration	Place	Number of Participants	Date
1	6 Monthly regular coordination meetings among service providers (prisons and community health care providers) (Insein, Mandalay, Myitkyina, Lashio, Taunggyi and Monywa prisons) between 23 <sup>rd</sup> March and 31 <sup>st</sup> December 2020	1 day per prison	Insein, Mandalay, Myitkyina, Lashio, Taunggyi and Monywa prisons	120	
2	Coordination meeting on introduction of Hepatitis C - HCV and STI screening and treatment in prisons (1 day) at Nay Pyi Taw between 23 <sup>rd</sup> March and 31 <sup>st</sup> December 2020	1 day	Nay Pyi Taw	50	
3	Third consultation meeting on NSF for prisons health and dissemination of findings of the situation analysis on health care in prisons (2 days) at Nay Pyi Taw between 23 <sup>rd</sup> March and 31 <sup>st</sup> December 2020	2 days	Nay Pyi Taw	70	
4	Meeting for development and review of annual work plan on prisons health (2 days) at Nay Pyi Taw between 23 <sup>rd</sup> March and 31 <sup>st</sup> December 2020	2 days	Nay Pyi Taw	50	Between 23 <sup>rd</sup> March and 31 <sup>st</sup> December 2020
5	Coordination meetings among government, UN and implementing partners who working on prison health at central level (1 day) at Nay Pyi Taw between 23 <sup>rd</sup> March and 31 <sup>st</sup> December 2020	1 day	Nay Pyi Taw	50	
6	Second Coordination meetings among government, UN and implementing partners who working on prison health at central level (1 day) at Nay Pyi Taw between 23 <sup>rd</sup> March and 31 <sup>st</sup> December 2020	1 day	Nay Pyi Taw	50	
7	Consultation meeting for reviewing and revising the Prison Health SOPs (1 day) at Nay	1 day	Nay Pyi Taw	50	

	Pyi Taw between 23 <sup>rd</sup> March and 31 <sup>st</sup>			
	December 2020			
8	Joint monitoring visit to prisons by MoHS and Prisons Department at one selected prison in	1 dav	Prison in Myanmar	10
0	Myanmar between 23 <sup>rd</sup> March and 31 <sup>st</sup>	1 uay	r i isoli ili iviyalililai	10
	December 2020			
	Second Joint monitoring visit to prisons by			
9	MoHS and Prisons Department at one	1 day	Prison in Myanmar	10
9	selected prison in Myanmar between 23 <sup>rd</sup>	1 day	PIISOII III IVIYAIIIIIAI	10
	March and 31 <sup>st</sup> December 2020			

> Events dates will be notified after the date is confirmed.

#### B. Scope of work

The Contractor is obliged to provide event management services of the events mentioned in Section A. Services include arrangement of rooms for the workshops, accommodations and dinner for the participants.

At least a week before each workshop, UNODC will submit the list of the required services along with the approved Purchase Order (PO) to the Contractor. UNODC will introduce a focal point of UNODC to the Contractor to ensure effective coordination for arrangement. Based on the PO, the Contractor shall initiate the process and upon the successful completion of the event shall send the signed and stamped invoice to UNODC for payment/reimbursement.

## C. The Contractor is expected to undertake the following services at each event/location

(1) <u>6 Monthly regular coordination meetings among service providers (prisons and community health care providers) (Insein, Mandalay, Myitkyina, Lashio, Taunggyi and Monywa prisons) between 23<sup>rd</sup> March and 31<sup>st</sup> December 2020</u>

#### Requirements

## (1.1) <u>Insein prison (1<sup>st</sup> time)</u>

- 1. Meeting package (Full day meeting (8:30 AM to 5:00 PM)) for 1 day
  - Conference hall
  - One back drop
  - One projector with screen
  - One Laptop
  - PA system (conference microphones 20 nos, cordless microphones 5 nos, sound system)
  - Cordless microphones 5 nos.
  - Flip charts 20 nos.
  - Flip chart stand 2 nos.

- Markers (red, black, blue colors) 5 sets
- 2. Refreshment for 20 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 3 facilitators for 1 night
- 4. Accommodation for 3 facilitators (3-4 stars hotel)
  - 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)
- 5. Transportation for 3 facilitators (Car type Alphard, No. of car 1)
  - First day 1-way Yangon airport pick-up and the whole day
  - Second day the whole day and 1-way Yangon airport drop-off

## (1.2) Mandalay prison (1<sup>st</sup> time)

- 1. Meeting package (Full day meeting (8:30 AM to 5:00 PM)) for 1 day
  - Conference hall
  - One back drop
  - One projector with screen
  - One Laptop
  - PA system (conference microphones 20 nos, cordless microphones 5 nos, sound system)
  - Flip charts 20 nos.
  - Flip chart stand 2 nos.
  - Markers (red, black, blue colors) 5 sets
- 2. Refreshment for 20 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 3 facilitators for 1 night
- 4. Accommodation for 3 facilitators (3-4 stars hotel)
  - 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)
- 5. Transportation for 3 facilitators (Car type Alphard, No. of car 1)
  - First day 1-way Mandalay airport pick-up and the whole day

Second day – the whole day and 1-way Mandalay airport drop-off

### (1.3) Myitkyina prison (1<sup>st</sup> time)

- 1. Meeting package (Full day meeting (8:30 AM to 5:00 PM)) for 1 day
  - Conference hall
  - One back drop
  - One projector with screen
  - One Laptop
  - PA system (conference microphones 20 nos, cordless microphones 5 nos, sound system)
  - Flip charts 20 nos.
  - Flip chart stand 2 nos.
  - Markers (red, black, blue colors) 5 sets
- 2. Refreshment for 20 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 3 facilitators for 1 night
- 4. Accommodation for 3 facilitators (3-4 stars hotel)
  - 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)
- 5. Transportation for 3 facilitators (Car type Alphard, No. of car 1)
  - First day 1-way Myitkyina airport pick-up and the whole day
  - Second day the whole day and 1-way Myitkyina airport drop-off

## (1.4) Lashio prison (1st time)

- 1. Meeting package (Full day meeting (8:30 AM to 5:00 PM)) for 1 day
  - Conference hall
  - One back drop
  - One projector with screen
  - One Laptop
  - PA system (conference microphones 20 nos, cordless microphones 5 nos, sound system)
  - Flip charts 20 nos.
  - Flip chart stand 2 nos.
  - Markers (red, black, blue colors) 5 sets

- 2. Refreshment for 20 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 3 facilitators for 1 night
- 4. Accommodation for 3 facilitators (3-4 stars hotel)
  - 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)
- 5. Transportation for 3 facilitators (Car type Alphard, No. of car 1)
  - First day 1-way Lashio airport pick-up and the whole day
  - Second day the whole day and 1-way Lashio airport drop-off

### (1.5) Taunggyi prison (1st time)

- 1. Meeting package (Full day meeting (8:30 AM to 5:00 PM)) for 1 day
  - Conference hall
  - One back drop
  - One projector with screen
  - One Laptop
  - PA system (conference microphones 20 nos, cordless microphones 5 nos, sound system)
  - Flip charts 20 nos.
  - Flip chart stand 2 nos.
  - Markers (red, black, blue colors) 5 sets
- 2. Refreshment for 20 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 3 facilitators for 1 night
- 4. Accommodation for 3 facilitators (3-4 stars hotel)
  - 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)
- 5. Transportation for 3 facilitators (Car type Alphard, No. of car 1)
  - First day 1-way Heho airport pick-up and within Taunggyi for the whole day
  - Second day Within Taunggyi for the whole day and 1-way Heho airport drop-off

## (1.6) Monywa prison (1<sup>st</sup> time)

- 1. Meeting package (Full day meeting (8:30 AM to 5:00 PM)) for 1 day
  - Conference hall
  - One back drop
  - One projector with screen
  - One Laptop
  - PA system (conference microphones 20 nos, cordless microphones 5 nos, sound system)
  - Flip charts 20 nos.
  - Flip chart stand 2 nos.
  - Markers (red, black, blue colors) 5 sets
- 2. Refreshment for 20 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 3 facilitators for 1 night
- 4. Accommodation for 3 facilitators (3-4 stars hotel)
  - 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)
- 5. Transportation for 3 facilitators (Car type Alphard, No. of car 1)
  - First day 1-way Mandalay airport pick-up and within Monywa for the whole day
  - Second day Within Monywa for the whole day and 1-way Mandalay airport drop-off

## (1.7) <u>Insein prison (2<sup>nd</sup> time)</u>

- 1. Meeting package (Full day meeting (8:30 AM to 5:00 PM)) for 1 day
  - Conference hall
  - One back drop
  - One projector with screen
  - One Laptop
  - PA system (conference microphones 20 nos, cordless microphones 5 nos, sound system)
  - Flip charts 20 nos.
  - Flip chart stand 2 nos.
  - Markers (red, black, blue colors) 5 sets

- 2. Refreshment for 20 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 3 facilitators for 1 night
- 4. Accommodation for 3 facilitators (3-4 stars hotel)
  - 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)
- 5. Transportation for 3 facilitators (Car type Alphard, No. of car 1)
  - First day 1-way Yangon airport pick-up and the whole day
  - Second day the whole day and 1-way Yangon airport drop-off

## (1.8) Mandalay prison (2<sup>nd</sup> time)

- 1. Meeting package (Full day meeting (8:30 AM to 5:00 PM)) for 1 day
  - Conference hall
  - One back drop
  - One projector with screen
  - One Laptop
  - PA system (conference microphones 20 nos, cordless microphones 5 nos, sound system)
  - Flip charts 20 nos.
  - Flip chart stand 2 nos.
  - Markers (red, black, blue colors) 5 sets
- 2. Refreshment for 20 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 3 facilitators for 1 night
- 4. Accommodation for 3 facilitators (3-4 stars hotel)
  - 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)
- 5. Transportation for 3 facilitators (Car type Alphard, No. of car 1)
  - First day 1-way Mandalay airport pick-up and the whole day
  - Second day the whole day and 1-way Mandalay airport drop-off

## (1.9) Myitkyina prison (2<sup>nd</sup> time)

- 1. Meeting package (Full day meeting (8:30 AM to 5:00 PM)) for 1 day
  - Conference hall
  - One back drop
  - One projector with screen
  - One Laptop
  - PA system (conference microphones 20 nos, cordless microphones 5 nos, sound system)
  - Flip charts 20 nos.
  - Flip chart stand 2 nos.
  - Markers (red, black, blue colors) 5 sets
- 2. Refreshment for 20 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 3 facilitators for 1 night
- 4. Accommodation for 3 facilitators (3-4 stars hotel)
  - 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)
- 5. Transportation for 3 facilitators (Car type Alphard, No. of car 1)
  - First day 1-way Myitkyina airport pick-up and the whole day
  - Second day the whole day and 1-way Myitkyina airport drop-off

## (1.10) Lashio prison (2<sup>nd</sup> time)

- 1. Meeting package (Full day meeting (8:30 AM to 5:00 PM)) for 1 day
  - Conference hall
  - One back drop
  - One projector with screen
  - One Laptop
  - PA system (conference microphones 20 nos, cordless microphones 5 nos, sound system)
  - Flip charts 20 nos.
  - Flip chart stand 2 nos.
  - Markers (red, black, blue colors) 5 sets
- 2. Refreshment for 20 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am

- Lunch at 12 noon
- Afternoon tea break at 3 pm
- 3. Dinner for 3 facilitators for 1 night
- 4. Accommodation for 3 facilitators (3-4 stars hotel)
  - 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)
- 5. Transportation for 3 facilitators (Car type Alphard, No. of car 1)
  - First day 1-way Lashio airport pick-up and the whole day
  - Second day the whole day and 1-way Lashio airport drop-off

## (1.11) Taunggyi prison (2<sup>nd</sup> time)

- 1. Meeting package (Full day meeting (8:30 AM to 5:00 PM)) for 1 day
  - Conference hall
  - One back drop
  - One projector with screen
  - One Laptop
  - PA system (conference microphones 20 nos, cordless microphones 5 nos, sound system)
  - Flip charts 20 nos.
  - Flip chart stand 2 nos.
  - Markers (red, black, blue colors) 5 sets
- 2. Refreshment for 20 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 3 facilitators for 1 night
- 4. Accommodation for 3 facilitators (3-4 stars hotel)
  - 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)
- 5. Transportation for 3 facilitators (Car type Alphard, No. of car 1)
  - First day 1-way Heho airport pick-up and within Taunggyi for the whole day
  - Second day Within Taunggyi for the whole day and 1-way Heho airport drop-off

## (1.12) Monywa prison (2<sup>nd</sup> time)

- 1. Meeting package (Full day meeting (8:30 AM to 5:00 PM)) for 1 day
  - Conference hall
  - One back drop
  - One projector with screen
  - One Laptop
  - PA system (conference microphones 20 nos, cordless microphones 5 nos, sound system)
  - Flip charts 20 nos.
  - Flip chart stand 2 nos.
  - Markers (red, black, blue colors) 5 sets
- 2. Refreshment for 20 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 3 facilitators for 1 night
- 4. Accommodation for 3 facilitators (3-4 stars hotel)
  - 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)
- 5. Transportation for 3 facilitators (Car type Alphard, No. of car 1)
  - First day 1-way Mandalay airport pick-up and within Monywa the whole day
  - Second day Within Monywa the whole day and 1-way Mandalay airport drop-off

# (2) <u>Coordination meeting on introduction of Hepatitis C - HCV and STI screening and treatment in prisons (1 day) at Nay Pyi Taw between 23<sup>rd</sup> March and 31<sup>st</sup> December 2020</u>

- 1. Training package (Full day training (8:30 AM to 5:00 PM) for 1 day at 4-5 stars hotel
  - Conference hall
  - One back drop
  - One projector with screen
  - One laptop
  - Conference microphones 20 nos.
  - Cordless microphones 5 nos.
  - Recording during workshop

- Meeting facilities
  - Flip charts 50 nos.
  - Flip chart stands 2 nos.
  - o Markers (Red, Black and Blue colors) 5 sets
  - Writing pad, pencils and folders for 50 participants
  - o Podium and MC table
  - o Reception Desk
  - Signage
  - o Sweets and drinking water for 50 participants
- 2. Refreshment for 50 participants (2 tea-breaks and 1 lunch) for 1 day
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 10 participants for 1 night
- 4. Accommodation for 10 participants 2 nights (4-5 stars hotel)
  - 10 hotel rooms (Single occupancy) for 10 participants for 2 nights (Check in before meeting date, Check out after meeting date)
- 5. Transportation
  - 2 ways Nay Pyi Taw airport pick-up and 2 ways Nay Pyi Taw airport drop-off for 10 participants
  - Transportation arrangement for 3 Government officials (round trip, Mandalay-Nay Pyi Taw-Mandalay, car type Saloon)
  - Transportation arrangement for 3 Government officials (round trip, Lashio-Nay Pyi Taw-Lashio, car type - Saloon)
  - Transportation arrangement for 3 Government officials (round trip, Monywa-Nay Pyi Taw-Monywa, car type Saloon)
- (3) <u>Third consultation meeting on NSF for prisons health and dissemination of findings of the situation analysis on health care in prisons (2 days) at Nay Pyi Taw between 23<sup>rd</sup> March and 31<sup>st</sup> December 2020</u>

- 1. Training package (Full day training (8:30 AM to 5:00 PM) for 2 days at 4-5 stars hotel
  - Conference hall
  - One back drop

- One projector with screen
- One laptop
- Conference microphones 20 nos.
- Cordless microphones 5 nos.
- Recording during workshop
- Meeting facilities
  - Flip charts 50 nos.
  - Flip chart stands 2 nos.
  - Markers (Red, Black and Blue colors) 5 sets
  - Writing pad, pencils and folders for 70 participants
  - o Podium and MC table
  - o Reception Desk
  - Signage
  - Sweets and drinking water for 70 participants
- 2. Refreshment for 70 participants (2 tea-breaks and 1 lunch) for 2 days
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
- 3. Dinner for 15 participants for 3 nights
- 4. Accommodation for 15 participants 3 nights (4-5 stars hotel)
  - 15 hotel rooms (Single occupancy) for 15 participants for 3 nights (Check in before meeting date, Check out after meeting date)
- 5. Transportation
  - 2 ways Nay Pyi Taw airport pick-up and 2 ways Nay Pyi Taw airport drop-off for 10 participants
  - Transportation arrangement for 3 Government officials (round trip, Mandalay-Nay Pyi Taw-Mandalay, car type Saloon)
  - Transportation arrangement for 3 Government officials (round trip, Lashio-Nay Pyi Taw-Lashio, car type Saloon)
  - Transportation arrangement for 3 Government officials (round trip, Monywa-Nay Pyi Taw-Monywa, car type Saloon)
- (4) <u>Meeting for development and review of annual work plan on prisons health (2 days) at Nay Pyi Taw</u> between 23<sup>rd</sup> March and 31<sup>st</sup> December 2020

- 1. Training package (Full day training (8:30 AM to 5:00 PM) for 2 days at 4-5 stars hotel
  - Conference hall
  - One back drop
  - One projector with screen
  - One laptop
  - Conference microphones 20 nos.
  - Cordless microphones 5 nos.
  - Recording during workshop
  - Meeting facilities
    - Flip charts 50 nos.
    - Flip chart stands 2 nos.
    - o Markers (Red, Black and Blue colors) 5 sets
    - Writing pad, pencils and folders for 50 participants
    - o Podium and MC table
    - o Reception Desk
    - Signage
    - Sweets and drinking water for 50 participants
  - 2. Refreshment for 50 participants (2 tea-breaks and 1 lunch) for 2 days
    - Morning tea break at 10 am
    - Lunch at 12 noon
    - Afternoon tea break at 3 pm
  - 3. Dinner for 10 participants for 3 nights
  - 4. Accommodation for 15 participants 3 nights (4-5 stars hotel)
    - 15 hotel rooms (Single occupancy) for 15 participants for 3 nights (Check in before meeting date, Check out after meeting date)
  - 5. Transportation
    - 2 ways Nay Pyi Taw airport pick-up and 2 ways Nay Pyi Taw airport drop-off for 10 participants
    - Transportation arrangement for 3 Government officials (round trip, Mandalay-Nay
       Pyi Taw-Mandalay, car type Saloon)
    - Transportation arrangement for 3 Government officials (round trip, Lashio-Nay Pyi Taw-Lashio, car type Saloon)
    - Transportation arrangement for 3 Government officials (round trip, Monywa-Nay Pyi Taw-Monywa, car type Saloon)

## (5) <u>Coordination meetings among government, UN and implementing partners who working on prison</u> health at central level (1 day) at Nay Pyi Taw between 23<sup>rd</sup> March and 31<sup>st</sup> December 2020

- 1. Training package (Full day training (8:30 AM to 5:00 PM) for 1 day at 4-5 stars hotel
  - Conference hall
  - One back drop
  - One projector with screen
  - One laptop
  - Conference microphones 20 nos.
  - Cordless microphones 5 nos.
  - Recording during workshop
  - Meeting facilities
    - Flip charts 50 nos.
    - Flip chart stands 2 nos.
    - Markers (Red, Black and Blue colors) 5 sets
    - Writing pad, pencils and folders for 50 participants
    - o Podium and MC table
    - o Reception Desk
    - Signage
    - Sweets and drinking water for 50 participants
  - 2. Refreshment for 50 participants (2 tea-breaks and 1 lunch) for 1 day
    - Morning tea break at 10 am
    - Lunch at 12 noon
    - Afternoon tea break at 3 pm
  - 3. Dinner for 10 participants for 1 night
  - 4. Accommodation for 10 participants 2 nights (4-5 stars hotel)
    - 10 hotel rooms (Single occupancy) for 10 participants for 2 nights (Check in before meeting date, Check out after meeting date)
  - 5. Transportation
    - 2 ways Nay Pyi Taw airport pick-up and 2 ways Nay Pyi Taw airport drop-off for 10 participants
    - Transportation arrangement for 3 Government officials (round trip, Mandalay-Nay Pyi Taw-Mandalay, car type Saloon)
    - Transportation arrangement for 3 Government officials (round trip, Lashio-Nay Pyi Taw-Lashio, car type Saloon)

 Transportation arrangement for 3 Government officials (round trip, Monywa-Nay Pyi Taw-Monywa, car type - Saloon)

## (6) <u>Second coordination meetings among government, UN and implementing partners who working on</u> prison health at central level (1 day) at Nay Pyi Taw between 23<sup>rd</sup> March and 31<sup>st</sup> December 2020

- 1. Training package (Full day training (8:30 AM to 5:00 PM) for 1 day at 4-5 stars hotel
  - Conference hall
  - One back drop
  - One projector with screen
  - One laptop
  - Conference microphones 20 nos.
  - Cordless microphones 5 nos.
  - Recording during workshop
  - Meeting facilities
    - Flip charts 50 nos.
    - Flip chart stands 2 nos.
    - Markers (Red, Black and Blue colors) 5 sets
    - o Writing pad, pencils and folders for 50 participants
    - o Podium and MC table
    - o Reception Desk
    - Signage
    - Sweets and drinking water for 50 participants
  - 2. Refreshment for 50 participants (2 tea-breaks and 1 lunch) for 1 day
    - Morning tea break at 10 am
    - Lunch at 12 noon
    - Afternoon tea break at 3 pm
  - 3. Dinner for 10 participants for 1 night
  - 4. Accommodation for 10 participants 2 nights (4-5 stars hotel)
    - 10 hotel rooms (Single occupancy) for 10 participants for 2 nights (Check in before meeting date, Check out after meeting date)
  - 5. Transportation
    - 2 ways Nay Pyi Taw airport pick-up and 2 ways Nay Pyi Taw airport drop-off for 10 participants
    - Transportation arrangement for 3 Government officials (round trip, Mandalay-Nay)

- Pyi Taw-Mandalay, car type Saloon)
- Transportation arrangement for 3 Government officials (round trip, Lashio-Nay Pyi Taw-Lashio, car type Saloon)
- Transportation arrangement for 3 Government officials (round trip, Monywa-Nay Pyi Taw-Monywa, car type - Saloon)

# (7) <u>Consultation meeting for reviewing and revising the Prison Health SOPs (1 day) at Nay Pyi Taw</u> between 23<sup>rd</sup> March and 31<sup>st</sup> December 2020

- 1. Training package (Full day training (8:30 AM to 5:00 PM) for 1 day at 4-5 stars hotel
  - Conference hall
  - One back drop
  - One projector with screen
  - One laptop
  - Conference microphones 20 nos.
  - Cordless microphones 5 nos.
  - · Recording during workshop
  - Meeting facilities
    - Flip charts 50 nos.
    - Flip chart stands 2 nos.
    - Markers (Red, Black and Blue colors) 5 sets
    - Writing pad, pencils and folders for 50 participants
    - o Podium and MC table
    - o Reception Desk
    - Signage
    - Sweets and drinking water for 50 participants
  - 6. Refreshment for 50 participants (2 tea-breaks and 1 lunch) for 1 day
    - Morning tea break at 10 am
    - Lunch at 12 noon
    - Afternoon tea break at 3 pm
  - 7. Dinner for 15 participants for 1 night
  - 8. Accommodation for 15 participants 2 nights (4-5 stars hotel)
    - 15 hotel rooms (Single occupancy) for 15 participants for 2 nights (Check in before meeting date, Check out after meeting date)
  - 9. Transportation

- 2 ways Nay Pyi Taw airport pick-up and 2 ways Nay Pyi Taw airport drop-off for 10 participants
- Transportation arrangement for 3 Government officials (round trip, Mandalay-Nay Pyi Taw-Mandalay, car type - Saloon)
- Transportation arrangement for 3 Government officials (round trip, Lashio-Nay Pyi Taw-Lashio, car type Saloon)
- Transportation arrangement for 3 Government officials (round trip, Monywa-Nay Pyi Taw-Monywa, car type Saloon)

## (8) <u>Joint monitoring visit to prisons by MoHS and Prisons Department at one selected prison in</u> Myanmar between 23<sup>rd</sup> March and 31<sup>st</sup> December 2020

#### Requirements

- 1. Refreshment for 10 participants (2 tea-breaks and 1 lunch) for 2 days
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
  - 2. Dinner for 10 participants for 2 nights
  - 3. Accommodation for 10 participants 2 nights (3-4 stars hotel)
    - 10 hotel rooms (Single occupancy) for 10 participants for 2 nights (Check in before meeting date, Check out meeting date)
  - 4. Transportation for 1 day (car type Alphard, No. of car 2)
    - Transportation arrangement for 10 participants (whole day)

## (9) <u>Second joint monitoring visit to prisons by MoHS and Prisons Department at one selected prison in</u> Myanmar between 23<sup>rd</sup> March and 31<sup>st</sup> December 2020

- 1. Refreshment for 10 participants (2 tea-breaks and 1 lunch) for 2 days
  - Morning tea break at 10 am
  - Lunch at 12 noon
  - Afternoon tea break at 3 pm
  - 2. Dinner for 10 participants for 2 nights

- 3. Accommodation for 10 participants 2 nights (3-4 stars hotel)
  - 10 hotel rooms (Single occupancy) for 10 participants for 2 nights (Check in before meeting date, Check out meeting date)
- 4. Transportation for 1 day (car type Alphard, No. of car 2)
  - Transportation arrangement for 10 participants (whole day)

#### D. Institutional arrangement

Staffing: At least one staff member of the Contractor shall be introduced as their focal point to UNODC to:

- Coordinate and communicate with UNODC
- Process the requests received from UNODC
- Provide the financial documents for reimbursement
- AOB related to the organization of the events

### E. Price and schedule of payments

UNODC shall pay the Contractor in accordance with the terms of contract/PO. The payment shall be based on the services/goods ordered by UNODC and delivered by the Contractor in accordance to the approved Purchase Order (PO). The Contractor will arrange the required services and goods based on the UNODC request. Upon completion of services & delivery of goods, the Contractor shall submit the invoice to the UNODC for the work completed in accordance with approved PO.

Payment will be made within (30) days of the receipt of the invoice.

## Annex 2

## **Check-list for submission**

Sr No.	Description	Submission of document Yes/No ( NA if not applicable )
	(a) In accordance with the list of requirements in Annex 1;	
1	(b) Duly Accomplished Form as provided in Annex 2 and 3	
	(c) Acceptance of the General Terms & Condition	
2	Latest Business Registration Certificate	
3	Company profile	
4	Track record for the similar service	
5	Accept UNDP payment term	

## **Supplier's Authorized Person**

Signature:	
Name:	
Designation:	
Company Name:	
Date:	

# Form for Submitting Supplier's Quotation<sup>1</sup> (This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>2</sup>)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. 2020/UNDP-MMR/PN/014:

### TABLE 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements

### <u>Lot – 1</u>

Hotel Standard: 3-4 Star

Event Places & Dates: Nay Pyi Taw, 23 -24-25 March 2020 (3 days)

	Cost Category	Qty	UoM	No.of day or night	Unit Price	Total Amount (MMK)	Remarks
	Event Place & Date: Nay Pyi Taw, 23 -						
	24-25 March 2020 (3 days)						
1	Full Day Meeting Package						
	• Number of participants: <b>35</b> pax						
	• Inclusion: 2 Coffee breaks and 1 Lunch	35	Pax	3			
	<ul> <li>VIP morning refreshments arrangement for additional 15 person (Tea/coffee and snack)</li> </ul>	15	nos	1			
	• Venue: meeting room with capacity of min. 40						
	<ul> <li>Translation devices for opening session: 50 set</li> </ul>	50	set	1			
	<ul> <li>Translation devices for full day training: 35 nos</li> </ul>	35	set	2			
	<ul> <li>Printing: 1000 pages (A4)</li> </ul>	1000	pages	1			
	<ul> <li>Photocopying: 4000 pages</li> <li>(A4)</li> </ul>	4,000	Page	1			
	• 1 Laptop,	1	Nos	3			

<sup>&</sup>lt;sup>1</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>&</sup>lt;sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

	• 1 projector, screen and Laser pointer	1	nos	3			
	Back drop: 1	1	nos	1			
	• Seating arrangement: Round table setting with 5-6 participants at each table						
	Podium with microphone						
	Cordless microphone (4 nos)						
	<ul> <li>Flip charts (10 sheetl and flip chart stand with markers (black, blue and red 9 nos)</li> </ul>						
	<ul> <li>Writing Pad and Pencil (35 nos)</li> </ul>						
	<ul> <li>Purified Drinking water on the table shall be served with Water Jug with separate glass for each participant instead of water bottles</li> </ul>						
2	Hotel Accommodation	10	Room	4			
	Single standard room Check in 22 March 2020 afternoon , check out 26 March 2020 before noon						
3	Dinner Arrangement	10	Pax	3			
	(night of 22nd, night of 23rd, night of 24th March)						
4	Reimbursement of travel expenses to the participants	35	pax			1,050,000	
5	Management and Service Fee for Reimbursement of Transportation (Travel cost) cost to participants of the events total estimated amount (1,050,000 Kyat)						
			Othe	charge	s (if required)		
	Total Grand						

## Lot-2

	Cost Category	Qty	UoM	No.of day or night	Unit Price	Total Amount (MMK)	Remarks				
and c	(1) Event Management Service for 6 Monthly regular coordination meetings among service providers (prisons and community health care providers) (1.Insein, 2.Mandalay, 3.Myitkyina, 4.Lashio, 5.Taunggyi and 6.Monywa prisons)1 day for 2 time between 23 March 2020 to 31 December										
1.1	Insein Prison (1st time) for 1 day										
	Venue - Insein Prison										
	Conference hall	1	unit	1							
	Back drop	1	nos	1							
	Projector with screen	1	nos	1							
	Laptop	1	nos	1							
	PA system (conference microphones - 20 nos, cordless microphones - 5 nos, sound system	1	set	1							
	Flip charts	20	nos	1							
	Flip chart stand	2	nos	1							
	Markers (red,black, blue colors)	5	set	1							
	Refreshment for 20 participants (2 tea-braaks and 1 lunch) for 1 day	20	pax	1							
	Dinner for 3 facilitators for 1 night	3	pax	1							
	Accommodation for 3 facilitators (3-4 star hotel)  • 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)	3	рах	1							
	Transportation for 3 facilitators (Car type – Alphard, No. of car – 1) • First day - 1-way Yangon airport pick-up and the whole day • Second day – the whole day and 1-way Yangon airport drop-off	1	nos	2							
1.2	Mandalay Prison (1st time)										
	Venue - Mandalay Prison										
	Conference hall	1	unit	1							
	Back drop	1	nos	1							
	Projector with screen	1	nos	1							

	Laptop	1	nos	1		
	PA system (conference microphones - 20 nos, cordless microphones - 5 nos, sound system	1	set	1		
	Flip charts	20	nos	1		
	Flip chart stand	2	nos	1		
	Markers (red,black, blue colors)	5	set	1		
	Refreshment for 20 participants (2 tea-braaks and 1 lunch) for 1 day	20	pax	1		
	Dinner for 3 facilitators for 1 night	3	pax	1		
	Accommodation for 3 facilitators (3-4 star hotel)  • 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)	3	рах	1		
	Transportation for 3 facilitators (Car type – Alphard, No. of car – 1) • First day - 1-way Mandalay airport pick-up and the whole day • Second day – the whole day and 1-way Mandalay airport drop-off	1	nos	2		
1.3	Myitkyina prison (1st time)					
	Venue - Myitkyina Prison					
	Conference hall	1	unit	1		
	Back drop	1	nos	1		
	Projector with screen	1	nos	1		
	Laptop	1	nos	1		
	PA system (conference microphones - 20 nos, cordless microphones - 5 nos, sound system	1	set	1		
	Flip charts	20	nos	1		
	Flip chart stand	2	nos	1		
	Markers (red,black, blue colors)	5	set	1		
	Refreshment for 20 participants (2 tea-braaks and 1 lunch) for 1 day	20	pax	1		
	Dinner for 3 facilitators for 1 night	3	рах	1		

	Accommodation for 3 facilitators (3-4 star hotel)  • 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)  Transportation for 3 facilitators	1	pax	2		
	(Car type – Alphard, No. of car – 1) • First day - 1-way Myitkyina airport pick-up and the whole day • Second day – the whole day and 1-way Myitkyina airport drop-off					
1.4	Lashio prison (1st time)  Venue - Lashio prison					
	· · · · · · · · · · · · · · · · · · ·	_				
	Conference hall	1	unit	1		
	Back drop	1	nos	1		
	Projector with screen	1	nos	1		
	Laptop	1	nos	1		
	PA system (conference microphones - 20 nos, cordless microphones - 5 nos, sound system	1	set	1		
	Flip charts	20	nos	1		
	Flip chart stand	2	nos	1		
	Markers (red,black, blue colors)	5	set	1		
	Refreshment for 20 participants (2 tea-braaks and 1 lunch) for 1 day	20	pax	1		
	Dinner for 3 facilitators for 1 night	3	pax	1		
	Accommodation for 3 facilitators (3-4 star hotel)  • 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)	3	рах	1		
	Transportation for 3 facilitators (Car type – Alphard, No. of car – 1) • First day - 1-way Lashio airport pick-up and the whole day • Second day – the whole day and 1-way Lashio airport drop-off	1	nos	2		
1.5	Taunggyi prison (1st time)					
	Venue - Taunggyi prison					
	Conference hall	1	unit	1		

	Back drop	1	nos	1		
	Projector with screen	1	nos	1		
	Laptop	1	nos	1		
	PA system (conference microphones - 20 nos, cordless microphones - 5 nos, sound system	1	set	1		
	Flip charts	20	nos	1		
	Flip chart stand	2	nos	1		
	Markers (red,black, blue colors)	5	set	1		
	Refreshment for 20 participants (2 tea-braaks and 1 lunch) for 1 day	20	pax	1		
	Dinner for 3 facilitators for 1 night	3	рах	1		
	Accommodation for 3 facilitators (3-4 star hotel)  • 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)	3	pax	1		
	Transportation for 3 facilitators (Car type – Alphard, No. of car – 1) • First day - 1-way Heho airport airport pick-up and within Taugngyi for the whole day • Second day – Within Taunggyi for the whole day and 1-way Heho airport drop-off	1	nos	2		
1.6	Monywa prison (1st time)					
	Venue - Monywa prison					
	Conference hall	1	unit	1		
	Back drop	1	nos	1		
	Projector with screen	1	nos	1		
	Laptop	1	nos	1		
	PA system (conference microphones - 20 nos, cordless microphones - 5 nos, sound system	1	set	1		
	Flip charts	20	nos	1		
	Flip chart stand	2	nos	1		
	Markers (red,black, blue colors)	5	set	1		
	Refreshment for 20 participants (2 tea-braaks and 1 lunch) for 1 day	20	pax	1		
	Dinner for 3 facilitators for 1 night	3	pax	1		

	Accommodation for 3 facilitators (3-4 star hotel)  • 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)  Transportation for 3 facilitators (Car type – Alphard, No. of car – 1)  • First day - 1-way Mandalay airport pick-up and within Monywa the whole day  • Second day – Within Monywa the whole day and 1-way	1	nos	2		
1.7	Mandalay airport drop-off  Insein Prison (2st time) for 1 day					
	Venue - Insein Prison					
	Conference hall	1	unit	1		
	Back drop	1	nos	1		
	Projector with screen	1	nos	1		
	Laptop	1	nos	1		
	PA system (conference microphones - 20 nos, cordless microphones - 5 nos, sound system	1	set	1		
	Flip charts	20	nos	1		
	Flip chart stand	2	nos	1		
	Markers (red,black, blue colors)	5	set	1		
	Refreshment for 20 participants (2 tea-braaks and 1 lunch) for 1 day	20	pax	1		
	Dinner for 3 facilitators for 1 night	3	pax	1		
	Accommodation for 3 facilitators (3-4 star hotel)  • 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)	3	pax	1		
	Transportation for 3 facilitators (Car type – Alphard, No. of car – 1) • First day - 1-way Yangon airport pick-up and the whole day • Second day – the whole day and 1-way Yangon airport drop-off	1	nos	2		
1.8	Mandalay Prison (2st time)					
	Venue - Mandalay Prison					

	Conference hall	1	unit	1	
	Back drop	1	nos	1	
	Projector with screen	1	nos	1	
	Laptop	1	nos	1	
	PA system (conference microphones - 20 nos, cordless microphones - 5 nos, sound system	1	set	1	
	Flip charts	20	nos	1	
	Flip chart stand	2	nos	1	
	Markers (red,black, blue colors)	5	set	1	
	Refreshment for 20 participants (2 tea-braaks and 1 lunch) for 1 day	20	рах	1	
	Dinner for 3 facilitators for 1 night	3	pax	1	
	Accommodation for 3 facilitators (3-4 star hotel)  • 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)	3	pax	1	
	Transportation for 3 facilitators (Car type – Alphard, No. of car – 1) • First day - 1-way Mandalay airport pick-up and the whole day • Second day – the whole day and 1-way Mandalay airport drop-off	1	nos	2	
1.9	Myitkyina prison (2nd time)				
	Venue - Myitkyina Prison				
	Conference hall	1	unit	1	
	Back drop	1	nos	1	
	Projector with screen	1	nos	1	
	Laptop	1	nos	1	
	PA system (conference microphones - 20 nos, cordless microphones - 5 nos, sound system	1	set	1	
	Flip charts	20	nos	1	
	Flip chart stand	2	nos	1	
	Markers (red,black, blue colors)	5	set	1	
	Refreshment for 20 participants (2 tea-braaks and 1 lunch) for 1 day	20	pax	1	
	Dinner for 3 facilitators for 1 night	3	pax	1	

	Accommodation for 3 facilitators (3-4 star hotel)  • 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)  Transportation for 3 facilitators (Car type – Alphard, No. of car – 1)  • First day - 1-way Myitkyina airport pick-up and the whole day  • Second day – the whole day and	1	nos	2		
1.10	1-way Myitkyina airport drop-off  Lashio prison (2nd time)					
	Venue - Lashio prison					
	Conference hall	1	unit	1		
	Back drop	1	nos	1		
	Projector with screen	1	nos	1		
	Laptop	1	nos	1		
	PA system (conference microphones - 20 nos, cordless microphones - 5 nos, sound system	1	set	1		
	Flip charts	20	nos	1		
	Flip chart stand	2	nos	1		
	Markers (red,black, blue colors)	5	set	1		
	Refreshment for 20 participants (2 tea-braaks and 1 lunch) for 1 day	20	pax	1		
	Dinner for 3 facilitators for 1 night	3	pax	1		
	Accommodation for 3 facilitators (3-4 star hotel)  • 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)	3	pax	1		
	Transportation for 3 facilitators (Car type – Alphard, No. of car – 1) • First day - 1-way Lashio airport pick-up and the whole day • Second day – the whole day and 1-way Lashio airport drop-off	1	nos	2		
1.11	Taunggyi prison (2nd time)					
	Venue - Taunggyi prison					
	Conference hall	1	unit	1		

	Back drop	1	nos	1		
	Projector with screen	1	nos	1		
	Laptop	1	nos	1		
	PA system (conference microphones - 20 nos, cordless microphones - 5 nos, sound system	1	set	1		
	Flip charts	20	nos	1		
	Flip chart stand	2	nos	1		
	Markers (red,black, blue colors)	5	set	1		
	Refreshment for 20 participants (2 tea-braaks and 1 lunch) for 1 day	20	pax	1		
	Dinner for 3 facilitators for 1 night	3	pax	1		
	Accommodation for 3 facilitators (3-4 star hotel)  • 3 hotel rooms (Single occupancy) for 3 facilitators for 1 night (Check in before meeting date, Check out meeting date)	3	pax	1		
	Transportation for 3 facilitators (Car type – Alphard, No. of car – 1) • First day - 1-way Heho airport airport pick-up and within Taugngyi for the whole day • Second day – Within Taunggyi for the whole day and 1-way Heho airport drop-off	1	nos	2		
1.12	Monywa prison (2nd time)					
	Venue - Monywa prison					
	Conference hall	1	unit	1		
	Projector with screen	1	nos	1		
	Laptop	1	nos	1		
	PA system (conference microphones - 20 nos, cordless microphones - 5 nos, sound system	1	set	1		
	Flip charts	20	nos	1		
	Flip chart stand	2	nos	1		
	Markers (red,black, blue colors)	5	set	1		
	Refreshment for 20 participants (2 tea-braaks and 1 lunch) for 1 day	20	рах	1		
	Dinner for 3 facilitators for 1 night	3	pax	1		

3	pax	1		
1	nos	2		
	1	1 nos	1 nos 2	1 nos 2

(2) Event Management Service for Coordination meeting on introduction of Hepatitis C - HCV and STI screening and treatment in prisons (1 day) at Nay Pyi Taw between 23rd March and 31st December 2020

	1	I	l	1	<u> </u>
Venue of the meeting shall be at					
4-5 star hotel rating in Nay Pyi					
Taw (Please mention supplier's					
proposed Hotel name and star					
<u>rating)</u>					
Conference hall					
Back drop	1	nos	1		
Projector with screen	1	nos	1		
Laptop	1	nos	1		
Conference microphones	20	nos	1		
Cordless microphone	5	nos	1		
Recording during workshop					
Flip charts	50	nos	1		
Flip chart stand	2	nos	1		
Markers (red,black, blue colors)	5	set	1		
Writing pad, pencils and folders for 50 participants	50	set	1		
Podium and MC table					
Reception Desk					
Signage					
Sweets and drinking water for 50 participants			_		
2 tea-breaks and 1 lunch for 50 participants for 1 day	50	pax	1		
Dinner for 10 participants for 1 night	10	pax	1		

Accommodation for 10 participants 2 nights • 10 rooms (Single occupancy) for 10 participants for 2 night (Check in before meeting date, Check out meeting date)	10	pax	2		
Transportation 2 ways Nay Pyi Taw airport pick-up and 2 ways Nay Pyi Taw airport drop-off for 10 participants	2	nos	2		
Transportation arrangement for 3 Government officials (round trip, Mandalay-Nay Pyi Taw-Mandalay, car type - Saloon)	1	pax	1		
Transportation arrangement for 3 Government officials (round trip, Lashio-Nay Pyi Taw-Lashio, car type - Saloon)	1	pax	1		
Transportation arrangement for 3 Government officials (round trip, Monywa-Nay Pyi Taw-Monywa, car type - Saloon)	1	pax	1		

(3) Event Management Service for Third consultation meeting on NSF for prisons health and dissemination of findings of the situation analysis on health care in prisons (2 days) at Nay Pyi Taw between 23rd March and 31st December 2020

3	Venue of the meeting shall be at 4-5 star hotel rating in Nay Pyi Taw (Please mention supplier's proposed Hotel name and star rating)					
	Conference hall					
	Back drop	1	nos	2		
	Projector with screen	1	nos	2		
	Laptop	1	nos	2		
	Conference microphones	20	nos	2		
_	Cordless microphone	5	nos	2		
_	Recording during workshop					
_	Flip charts	50	nos	1		
_	Flip chart stand	2	nos	1		
	Markers (red,black, blue colors)	5	set	1		
	Writing pad, pencils and folders for 70 participants	70	set	1		
	Podium and MC table					

	Reception Desk					
	Signage					
	Sweets and drinking water for 70 participants	70		1		
	2 tea-breaks and 1 lunch for 70 participants for 2 day	70	pax	2		
	Dinner for 15 participants for 3 night	15	pax	3		
	Accommodation for 15 participants 3 nights • 15 rooms (Single occupancy) for 15 participants for 3 night (Check in before meeting date, Check out meeting date)	15	pax	3		
	Transportation 2 ways Nay Pyi Taw airport pick-up and 2 ways Nay Pyi Taw airport drop-off for 10 participants	2	nos	2		
	Transportation arrangement for 3 Government officials (round trip, Mandalay-Nay Pyi Taw-Mandalay, car type - Saloon)	1	pax	1		
	Transportation arrangement for 3 Government officials (round trip, Lashio-Nay Pyi Taw-Lashio, car type - Saloon)	1	pax	1		
	Transportation arrangement for 3 Government officials (round trip, Monywa-Nay Pyi Taw-Monywa, car type - Saloon)	1	pax	1		
	ent Management Service for Meeting rs) at Nay Pyi Taw between 23rd Mar				al work plan on pr	isons health
4	Venue of the meeting shall be at 4-5 star hotel rating in Nay Pyi Taw (Please mention supplier's proposed Hotel name and star rating)					
	Conference hall					
	Back drop	1	nos	2		
	Projector with screen	1	nos	2		
-	Laptop	1	nos	2		
	Conference microphones	20	nos	2		
	Cordless microphone	5	nos	2		
	Recording during workshop					
	Flip charts	50	nos	1		

	Flip chart stand	2	nos	1		
	Markers (red,black, blue colors)	5	set	1		
	Writing pad, pencils and folders for 50 participants	50	set	1		
	Podium and MC table					
	Reception Desk					
	Signage					
	Sweets and drinking water for 50 participants	50		1		
	2 tea-breaks and 1 lunch for 50 participants for 2 day	50	pax	2		
	Dinner for 10 participants for 3 night	10	pax	3		
	Accommodation for 15 participants 3 nights • 15 rooms (Single occupancy) for 15 participants for 3 night (Check in before meeting date, Check out meeting date)	15	рах	3		
	Transportation 2 ways Nay Pyi Taw airport pick-up and 2 ways Nay Pyi Taw airport drop-off for 10 participants	2	nos	2		
	Transportation arrangement for 3 Government officials (round trip, Mandalay-Nay Pyi Taw-Mandalay, car type - Saloon)	1	pax	1		
	Transportation arrangement for 3 Government officials (round trip, Lashio-Nay Pyi Taw-Lashio, car type - Saloon)	1	pax	1		
	Transportation arrangement for 3 Government officials (round trip, Monywa-Nay Pyi Taw-Monywa, car type - Saloon)	1	pax	1		
	ent Management Service for Coordir working on prison health at central le		_		-	
5	Venue of the meeting shall be at 4-5 star hotel rating in Nay Pyi Taw (Please mention supplier's proposed Hotel name and star rating)  Conference hall					
	Back drop	1	nos	2		

Projector with screen	1	nos	2		
Laptop	1	nos	2		
Conference microphones	20	nos	2		
Cordless microphone	5	nos	2		
Recording during workshop					
Flip charts	50	nos	1		
Flip chart stand	2	nos	1		
Markers (red,black, blue colors)	5	set	1		
Writing pad, pencils and folders for 50 participants	50	set	1		
Podium and MC table					
Reception Desk					
Signage					
Sweets and drinking water for 50 participants	50		1		
2 tea-breaks and 1 lunch for 50 participants for 2 day	50	pax	2		
Dinner for 10 participants for 1 night	10	рах	1		
Accommodation for 10 participants 2 nights • 10 rooms (Single occupancy) for 10 participants for 2 night (Check in before meeting date, Check out meeting date)	10	pax	2		
Transportation 2 ways Nay Pyi Taw airport pick-up and 2 ways Nay Pyi Taw airport drop-off for 10 participants	2	nos	2		
Transportation arrangement for 3 Government officials (round trip, Mandalay-Nay Pyi Taw-Mandalay, car type - Saloon)	1	pax	1		
Transportation arrangement for 3 Government officials (round trip, Lashio-Nay Pyi Taw-Lashio, car type - Saloon)	1	pax	1		
Transportation arrangement for 3 Government officials (round trip, Monywa-Nay Pyi Taw-Monywa, car type - Saloon)	1	рах	1		

(6) Event Management Service for Second coordination meetings among government, UN and implementing partners who working on prison health at central level (1 day) at Nay Pyi Taw between 23rd March and 31st December 2020

Venue of the me 4-5 star hotel rat Taw (Please men proposed Hotel r rating)	ing in Nay Pyi tion supplier's					
Conference hall						
Back drop		1	nos	2		
Projector with sc	reen	1	nos	2		
Laptop		1	nos	2		
Conference micro	ophones	20	nos	2		
Cordless microph	ione	5	nos	2		
Recording during	workshop					
Flip charts		50	nos	1		
Flip chart stand		2	nos	1		
Markers (red,blad	ck, blue colors)	5	set	1		
Writing pad, penfor 50 participant		50	set	1		
Podium and MC1	table					
Reception Desk						
Signage						
Sweets and drink participants	ing water for 50	50		1		
2 tea-breaks and participants for 2		50	pax	2		
Dinner for 10 par night	ticipants for 1	10	pax	1		
10 participants f		10	pax	2		
Transportation 2 Taw airport pick- Nay Pyi Taw airpo 10 participants	up and 2 ways	2	nos	2		
Government offic	yi Taw-Mandalay,	1	pax	1		

Transportation arrangement for 3 Government officials (round trip, Lashio-Nay Pyi Taw-Lashio, car type - Saloon)	1	рах	1			
Transportation arrangement for 3 Government officials (round trip, Monywa-Nay Pyi Taw-Monywa, car type - Saloon)	1	pax	1			
7) Event Management Service for Consulta day) at Nay Pyi Taw between 23rd March a		_		ing and revisi	ng the Prison Heal	th SOPs (1
Venue of the meeting shall be at 4-5 star hotel rating in Nay Pyi 6 Taw (Please mention supplier's						

	4-5 star hotel rating in Nay Pyi					
5	Taw (Please mention supplier's					
	proposed Hotel name and star					
	rating)					
	Conference hall					
	Back drop	1	nos	2		
	Projector with screen	1	nos	2		
	Laptop	1	nos	2		
	Conference microphones	20	nos	2		
	Cordless microphone	5	nos	2		
	Recording during workshop					
	Flip charts	50	nos	1		
	Flip chart stand	2	nos	1		
	Markers (red,black, blue colors)	5	set	1		
	Writing pad, pencils and folders for 50 participants	50	set	1		
	Podium and MC table					
	Reception Desk					
	Signage					
	Sweets and drinking water for 50 participants	50		1		
	2 tea-breaks and 1 lunch for 50 participants for 2 day	50	pax	2		
	Dinner for 15 participants for 1 night	15	pax	1		
	Accommodation for 15 participants 2 nights • 15 rooms (Single occupancy) for 15 participants for 2 night (Check in before meeting date, Check out meeting date)	15	рах	2		

	Transportation 2 ways Nay Pyi Taw airport pick-up and 2 ways Nay Pyi Taw airport drop-off for 10 participants	2	nos	2			
	Transportation arrangement for 3 Government officials (round trip, Mandalay-Nay Pyi Taw-Mandalay, car type - Saloon)	1	pax	1			
	Transportation arrangement for 3 Government officials (round trip, Lashio-Nay Pyi Taw-Lashio, car type - Saloon)	1	рах	1			
	Transportation arrangement for 3 Government officials (round trip, Monywa-Nay Pyi Taw-Monywa, car type - Saloon)	1	pax	1			
	ent Management Service for Joint m ed prison in Myanmar between 23rd		_	-	-	Prisons Departme	nt at one
8	Selected prison in Myanmar for 1 day						
	Refreshment for 10 participants (2 tea-braaks and 1 lunch) for 2 day	10	pax	2			
	Dinner for 10 participant for 2 nights	10	pax	2			
	Accommodation for 10 participants (3-4 star hotel) • 10 hotel rooms (Single occupancy) for 10 participant for 2 night (Check in before meeting date, Check out meeting date)	10	pax	2			
	<ul> <li>4. Transportation for 1 day (car type - Alphard, No. of car - 2)</li> <li>Transportation arrangement for 10 participants (whole day</li> </ul>	2	nos	1			
	ent Management Service for Second elected prison in Myanmar between	-	_	-	· -	HS and Prisons De	epartment at
9	Selected prison in Myanmar for 1 day						
	Refreshment for 10 participants (2 tea-braaks and 1 lunch) for 2 day	10	pax	2			
	Dinner for 10 participant for 2 nights	10	pax	2			
	Accommodation for 10 participants (3-4 star hotel) • 10 hotel rooms (Single occupancy) for 10 participant for 2 night (Check in before meeting date, Check out meeting date)	10	pax	2			

type - Alpha • Transport	tation for 1 day (car ard, No. of car - 2) ation arrangement for ants (whole day	2	nos	1		
		Total				
Total Gra	and Final and All-Inclusive					

# **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
Valid Business registration			
Quality Certificates of the proposed hotels			
Compliance with Scope of Services including as outlined in Annex-1 Validity of Quotation (60 days)			
Payment Terms: - 100% upon completion of services as per contract terms & conditions			
All Provisions of the UNDP General Terms and Conditions			
Other requirements [pls. specify]			

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

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Annex 4

**General Terms and Conditions** 



# GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS (FOR CONTRACTS LESS THAN US\$ 50,000)

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

- **1. LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:
  - **1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
  - **1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

#### 2. OBLIGATIONS OF THE CONTRACTOR:

- **2.1** The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter , with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- **2.2** The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.
- **2.3** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

- **3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:
  - **3.1** UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.
  - **3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.
  - **3.3** The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.
  - **3.4** The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.
  - **3.5** In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.
  - **3.6** The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.
  - **3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

#### 4. PRICE AND PAYMENT:

- **4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.
- 4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.
- 4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:
- 4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.
- 4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Services.
- **4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

- 4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.
- 4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.
- 4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.
- 4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.
- 4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

## 5. ADVANCE PAYMENT:

- **5.1** If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.
- **5.2** If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

## 6. SUBMISSION OF INVOICES AND REPORTS:

- **6.1** All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.
- **6.2** All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

## 7. TIME AND MANNER OF PAYMENT:

REV.: SEPTEMBER 2017

**7.1** Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

**7.2** Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

## 8. RESPONSIBILITY FOR EMPLOYEES:

- **8.1** 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.
- **8.2** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.
- **9. 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.
- **10. SUBCONTRACTING:** 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.
- 11. 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 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

# 12. INSURANCE AND LIABILITY:

this Contract.

- **12.1** 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.
- **12.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.
- 12.3 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.

- **12.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 12.4.1 Name UNDP as additional insured;

REV.: SEPTEMBER 2017

- 12.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- 12.4.3 Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- **12.5** The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.
- **13. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.
- **14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR**: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

## 15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- **15.1** Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.
- 15.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.
- **15.3** At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.
- **15.4** 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 UNDP, shall be made available for use or inspection by 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.

- **16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.
- **17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**: Information and data that is considered proprietary by either Party or 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:

# **17.1** The Recipient shall:

- 17.1.1 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*,
- 17.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- **17.2** 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 17, the Recipient may disclose Information to:
- 17.2.1 any other party with the Discloser's prior written consent; and,

#### 17.2.2

- 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:
  - 17.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
  - 17.2.2.2 any entity over which the Party exercises effective managerial control; or,
  - 17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
- 17.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- **17.4** UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 17.5 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.

**17.6** 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.

# 18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- **18.1** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- **18.2** If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- **18.3** Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

## **19. TERMINATION:**

REV.: SEPTEMBER 2017

- **19.1** 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part.

to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

**19.3** In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

- **19.4** 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, 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 UNDP of the occurrence of any of the above events.
- **19.5** The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.
- **20. NON-WAIVER OF RIGHTS**: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
- **21. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

## **22. SETTLEMENT OF DISPUTES:**

- **22.1 AMICABLE SETTLEMENT**: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
- **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 22.1, 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. 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") and Article 34 ("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 Interprevailing, 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.
- **23. PRIVILEGES AND IMMUNITIES**: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **24. TAX EXEMPTION:**

- **24.1** Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- **24.2** The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.
- **25. MODIFICATIONS**: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

## **26. AUDITS AND INVESTIGATIONS:**

REV.: SEPTEMBER 2017

- **26.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.
- **26.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- 26.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its

reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**26.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

#### **27. LIMITATION ON ACTIONS:**

- **27.1** Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.
- **28. ESSENTIAL TERMS**: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.
- **29. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.
- **30. STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:
  - **30.1** The UN Supplier Code of Conduct;
  - 30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-
  - **30.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;
  - 30.4 UNDP Vendor Sanctions Policy; and

REV.: SEPTEMBER 2017

**30.5** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at http://www.undp.org/content/undp/en/home/operations/procurement/business/. In making such

acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

- **31. OBSERVANCE OF THE LAW**: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.
- **32. CHILD LABOR**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.
- **33. MINES**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

## **34. SEXUAL EXPLOITATION:**

- **34.1** In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.
- **34.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- **34.3** 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.
- **35. ANTI-TERRORISM**: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <a href="https://www.un.org/sc/suborg/en/sanctions/1267/aq\_sanctions\_list">https://www.un.org/sc/suborg/en/sanctions/1267/aq\_sanctions\_list</a>. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.