



REQUEST FOR QUOTATION (RFQ) (Goods & Service)

NAME & ADDRESS OF FIRM	Date: November 14 , 2019
	REFERENCE: JUST/CARESPACES/2019

Dear Sir / Madam:

We kindly request you to submit your quotation for the internal renovations to sections of the existing building and modification to the main entrance to the building by constructing a proposed access ramp of the Clarendon Parish Court which is situated at Sevens Road, May Pen. Also, to include painting at the St. Mary Parish Court which is situated at Port Maria, St. Mary as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

Documents uploaded in the system as part of your quotation 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 is submitted on or before the deadline indicated by UNDP in the eTendering system . Bids must be submitted in the online eTendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using
username: event.guest
password: why2change
and follow the registration steps as specified in the system user guide.

If you have already registered before, sign in using the username and password. Use the “forgotten password” button if you do not remember your password. Make sure that your password has at least 8 characters, at least one in capital letters, and contains at least 1 number.

You can find detailed user guides and videos on how to use the system following this link:
<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

Project Description

Global Affairs Canada is helping the Government of Jamaica (GOJ) to support justice sector reforms through an initiative called the “Justice Undertakings for Social Transformation (JUST)” Program. The project is currently being implemented by the Government of Jamaica (Ministry of Justice with the Justice Reform Implementation Unit (JRIU) with support from Canada’s Department of Justice (Justice Canada) and the United Nations Development Program (UNDP). Non-state implementing partners have been integrated into the structure of the JUST in the 2018/19 Fiscal year.

The JUST Project can be divided into three components, as follows:

- A) Technical Assistance
- B) Institutional Strengthening
- C) Social Order

This activity falls under the Social Order component and focuses on initiatives aimed at improving the capacity of women and men and girls and boys to equitably access gender-sensitive justice information, advice and services, as well as improving the capacity of citizens, civil society representatives (including women’s rights organization) and legal professionals to participate in the justice reform process.

A tour was conducted of selected courts throughout Jamaica to assess existing infrastructure and determine service and accessibility gaps. The visits to the courts sought to determine the logistics and procedure for entrance to court, accommodation within the waiting/holding areas within courts, departure from courts and interfacing with court personnel, by victims and vulnerable witnesses with special reference to boys and girls.

The court spaces identified will require different levels of internal and external remodeling to conform to the description proposed. Internal work includes demolition and erection of semi-permanent walls, installation of doors and partitions, minor plumbing and painting. The external work also involves the improvement to access for the physically challenged.

ANNEX 1

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAP <input checked="" type="checkbox"/> Other Supply, Paint and Install	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Lot 1 – Painting to be done at the St. Mary Parish Court which is situated at Port Maria, St. Mary Lot 2 - Renovation and Installation of fixtures at the Clarendon Parish Court which is situated at Sevens Road, May Pen	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	Lot 1 – situated at Port Maria maximum 3 weeks Lot 2 – situated at May Pen a maximum of two months for completion of works (if unoccupied), four months (if occupied)	
Delivery Schedule	<input checked="" type="checkbox"/> Required (please provide a separate schedule for each lots if bidding on both lots)	
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input type="checkbox"/> LAND <input checked="" type="checkbox"/> OTHER Supply, Paint and Install
Value Added Tax on Price Quotation ¹	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of one (1) year <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others [pls. specify]	
Deadline for the Submission of Quotation	COB, Monday, December 09, 2019 and Time zone	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	
Documents to be submitted ²	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;	

¹ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

² First 2 items in this list are mandatory for the supply of imported goods

	<input checked="" type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ; <input checked="" type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input type="checkbox"/> Others - Company Profile and Duly Accomplished Form as provided in Annex 6. List of similar project references from work completed in the past five (5) years.
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Permitted. Bidders may tender for the supply of goods/services for either Lot individually or for both lots together.
Payment Terms ³	<input checked="" type="checkbox"/> 20 % deposit along with Purchase Order; final payment upon acceptance of goods and service by UNDP.
Liquidated Damages	<input type="checkbox"/> Will not be imposed <input checked="" type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : 5% Max. no. of days of delay : 30 After which UNDP may terminate the contract.

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

Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁴ Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time ⁵ <input type="checkbox"/> Others [pls. specify]
UNDP will award to:	<input checked="" type="checkbox"/> One or more Supplier, depending on the following factors: <i>[Each lot will be awarded to a supplier based on both technical responsiveness/full compliance and the lowest cost proposal for the relevant Lot]</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Other Type/s of Contract for Civil Works
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 15 Days
Conditions for Release of Payment	Complete Installation <input checked="" type="checkbox"/> Passing all Testing When any part of the installation is ready for inspection, due and reasonable notice must be given to the Engineer. The Contractor shall provide all personnel, instruments and items of equipment necessary for testing, and the accuracy of these shall be proved. The results of all tests shall be recorded and submitted in writing to the Engineer. <input checked="" type="checkbox"/> Written Acceptance of Goods/Service based on full compliance with RFQ requirements <input type="checkbox"/> Others [pls. specify]
Contact Person for Inquiries (Written inquiries only) ⁶	<i>Procurement Analyst</i> <i>Procurement.jamaica@undp.org</i> 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.

⁴ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁵ This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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 the system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

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 : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'R. Kelly', with a stylized flourish at the end.

Richard Kelly
Programme Specialist
November 14, 2019

Annex 2 Technical Specifications

LOT 1 - Renovation Works to Create Safe Space at the St. Mary Parish Court House (Port Maria)

Item	Description	Quantity	Unit	Unit Price	Total
A	PRELIMINARIES				
B	PAINTING				
D	Prepare and apply 3 coats emulsion paint to existing walls, 1 coat as priming	40	m ²		
E	Ditto ceilings	13	m ²		

SCOPE OF WORK

The location of this project is the St. Mary Parish Court which is situated at Port Maria, St. Mary. The scope of work consists of internal renovations to sections of the existing building in the form of painting works.

The total floor area of the internal space is approximately 112.6 sqft (11ft, 8ins by 9ft, 8ins), with floor to ceiling height of approximate 10ft. The scope of works for the renovations include,

- Supply and painting of existing walls complete with lead free, non-toxic paint and leaving clean.

In the event of the detailed description in the Bills of Quantities conflicting with the general specification clauses contained below, the Bill of Quantities shall take precedence.

SPECIFICATIONS

Painting

- A. The paints and varnishes shall be lead free, required to be the best quality and used strictly in accordance manufacturers printed instructions.
- B. All surfaces shall be required to be prepared with correct knotting primer, sealers and stopping as required by the manufacturer's instructions for each type of paint and surface.
- C. Before painting all concrete and rendered surfaces shall be required to be free from efflorescence and other staining.

- D. Before paint, all iron and steelwork shall be required to be scraped and cleaned with wire brushes until all grease, scale, rust and loose substances are removed.
- E. Before painting or staining etc., all woodwork shall be properly cleaned and rubbed down with fine sand paper.
- F. Loose knots shall be required to be removed and the holes plugged with sound wood. Large knots shall be required to be cut back and made good with hard stopping.
- G. The mixing of different types of paint, etc., shall not be permitted.
- H. All priming, undercoating, and finishes used on the same work shall be required to be those recommended by the manufacturer for the particular purpose and as suitable for use together. Under coatings shall be required to be tinted different shades so as to be readily distinguishable and where directed the Contractor shall be required to provide panels of paint work etc. showing the respective tints of each coat selected for the work.
- I. All paint on woodwork shall be required to be rubbed down with fine glass paper between each coat. Each coat shall be required to be hard, dry and free from moisture or condensation before the next coat is applied.
- J. External painting shall be required to be executed in dry weather and all internal and external surfaces shall be required to be perfectly clean and dry before paint etc. is applied.
- K. All joinery work fixed against walls, or any work which when fixed, cannot subsequently be painted shall be required to be coated with a mixture of red or white lead and linseed oil.
- L. All exterior trims shall be required to be backed primed before installation with approved exterior base coat, and all interior trims with approved enamel undercoat.
- M. On completion, the decorated surfaces are to be touched up and made good as required. All paint drippings on floors, counters, etc. are to be cleaned off and the whole building left clean to the satisfaction of the Architect.

LOT 2 - Renovation Works to Create Safe Space at the Clarendon Parish Court House

SCOPE OF WORK

The location of this project is the Clarendon Parish Court which is situated at Sevens Road, May Pen. The scope of work consists of internal renovations to sections of the existing building and modification to the main entrance to the building by constructing a proposed access ramp as detailed in the Bill of Quantities and design drawings.

The existing internal areas for renovation are the Bailiff Room (currently empty), Legal Aid and Traffic Records Rooms (inclusive of bathroom) and front access to the Court. The total floor area of the internal space is 551.6 sqft (24ft, 4ins by 22ft, 8ins), with floor to ceiling height of approximate 10ft. The scope of works for the renovations include,

- Demolition and removal of existing termite infested low timber partition wall separating Traffic Records and Legal Aid room and replace with a new sound proof, dry wall partition full height (9' 6"), constructed from metal frame and clad with sheet rock and concrete board.
- Erection of a full height (9' 6") sound proof, dry wall partition in Legal Aid room to create passage way separating Legal Aid and Bailiff Rooms to include new doorway.
- Modification of existing bathroom to include relocation (This involves demolition of existing walls, removal of existing fixtures, the erecting of new dry walls constructed from metal studs clad with concrete board, demolition exercise to create new window opening and the supply and installation of new bathroom fixtures and accessories)
- Removal of panels 3 no. of old existing windows (each of 11' 3" x 5' 2") and replacing with new windows per design.
- Replacing existing doors, also supplying and installing new doors.
- Upgrade of electrical and communication infrastructure to support the new function of the space to include installation of sub-panel, Exit Signs, emergency lights, air conditioners (3 no.), cable television mounted on wall, water cooler, coffee station, phone.
- Demolition of existing ramp and the construction of a new access ramp to include concrete works, finishing, fabrication and installation of metal hand rails.
- Adjustment to entrance grill in new ramp area to be converted with sliding mechanism to facilitate ramp, to allow unobstructed opening and closing.
- Minor demolition works to remove/hack floor tiles to level existing floor. Supply new tiles and re-tile existing floors.
- Supply and painting of existing and new walls complete with lead free, non-toxic paint and leaving clean.
- Termite treatment of the entire space for renovation with a seven-year warranty.

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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

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

[Designation]

[Date]

Relevant Project Experience**Legal Name:** Insert Company Name**Date:** Enter a date

This form shall be accompanied by a signed declaration from an authorized representative (defining the authorized representative's position) stating that the representations enclosed in this form are true.

The proposed bidder has executed at least five construction projects of a similar nature within the past three years.

TABLE 5 : Relevant project experience from the bidder.

Project No.	Name of Building	Firm's Role	Location	Year	Project Company that Owns the Facility / Buildings [Add Legal Address, Representative Name, Phone Number and Email to contact]	Contractual counterpart [Add Legal Address, Representative Name, Phone Number and Email to contact]	Brief description of Project	Project Status
1								
2								
3								
4								
5								

I hereby declare that the representations enclosed in Table 5 are true.

Signed + Company Stamp**Name:** Full Name of person signing the application**Position:** Position of person signing the application**Dated:** on date day of month, year.

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes

expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

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

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods,

services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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