



REQUEST FOR QUOTATION (RFQ) (Services)

NAME & ADDRESS OF FIRM	DATE: July 10, 2014
	REFERENCE: PN OPS 001/14

Dear Sir / Madam:

We kindly request you to submit your quotation for Remodeling of premises, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before 4:00p.m. July 24, 2014 and via (choose appropriate box) ☒ e-mail, ☒ courier mail:

United Nations Development Programme

3rd Floor, Lawrence Nicholas Building, South Ring Road, City of Belmopan, Belize C.A.

Hector Alpuche

hector.alpuche@undp.org

Quotations submitted by email must be limited to a maximum of 4 MB, virus-free and no more than 2 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]*

Exact Address of Delivery Location/s (identify all, if multiple)	3rd Floor, Lawrence Nicholas Building, South Ring Road, City of Belmopan, Belize C.A.
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> 60 days from the issuance of the Purchase Order (PO)/ Contract
Delivery Schedule	<input checked="" type="checkbox"/> Expected date of commencement <i>Monday, August 04, 2014</i>
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency : BZD
General Sales Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of GST and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty on Labor for minimum period of 3 months <input checked="" type="checkbox"/> Technical Support (if required)
Deadline for the Submission of Quotation	COB, <i>Thursday, July 24, 2014 and 4:00p.m.</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ¹	<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"/> Business Licenses – Registration Papers, Tax Payment Certification, etc.; <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"/> Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
Period of Validity of Quotes starting the Submission Date	<input checked="" 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"/> Not permitted

¹ First 2 items in this list are mandatory for the supply of imported goods

Payment Terms	SPECIFIC DELIVERABLES	PERCENTAGE OF PAYMENT
	1. Demolition of Walls	20%
	2. Construction of new Open Spaces, Kitchen / Restrooms/new entrance	25%
	3. Install Drop Ceiling	40%
	4. Re-routing of cables and wires	15%
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5% per week of Delay Max. no. of Week of delay : 2 Next course of action : Termination of Contract	
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ² <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i>	
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Other Type/s of Contract Civil Works Contract	
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 2 weeks <input checked="" type="checkbox"/> Others Percentage of contract price per day of delay: 0.5% per week of Delay	
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection Review by Operation Analyst <input checked="" type="checkbox"/> Complete Installation of all fixtures <input checked="" type="checkbox"/> Passing all Testing <input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements and SOW	
Annexes to this RFQ ³	<input checked="" type="checkbox"/> Statement of Works (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input checked="" type="checkbox"/> Others - Copy of Floor Plan Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.	

² UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

Availability for View	Premises along with Architectural Drawings will be available for view <i>Thursday, July 17, 2014 between the hours 9:00 a.m.to 12:00 noon.</i>
Contact Person for Inquiries (Written inquiries only) ⁴	<i>Hector Alpuche</i> <i>Procurement Associate</i> <i>hector.alpuche@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.

Works 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.

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

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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,

Hector Alpuche
Procurement Associate
July 10, 2014

Statement of Work

Remodeling of Office Premises

The United Nations Development Programme (UNDP) and the Government of Belize (GOB) signed a Standard Basic Agreement whereby; UNDP will support and supplement the efforts of the Government of Belize at solving the most important problems of its economic development and to promote social progress and better standard of living to the people of Belize. This assistance shall be provided only in response to request submitted by the Government of Belize and approved by UNDP and made available to the Government, or to such entity as the Government may designate, and shall be furnished and receive in accordance with the relevant and applicable resolutions and decisions of the competent UNDP organs and subject to the availability of the necessary funds to the UNDP.

In support to the Government the UNDP expanded its office in 2010 with a staffing of 15 individuals. As the programme grew, the office current expansion has led to further need of staffing. To assist in space planning that will ensure that the organizational units and staff are treated equitably and at the same time allow UNDP to work towards its objectives, it is necessary to revising the physical office structure. This is especially important as both the Operations Team and Programme Team have growth in the past three years.

The Contractor is expected to work, under the guidance of the Assistant Resident Representative and direct supervision of Operations Analyst, for managing the completion of remodeling of the Country Office as per the statement of work and bill of quantity for implementation.

This refinement necessitated modest re-arrangement of offices for efficient and effective business operation. The re-arrangement will focus on having open space (having staffs with similar function at one place) and other core staff, where appropriate, in an enclosed office.

On top of addressing office set up to fit to the refined structure, the physical set up of such offices with varied partners needs to be pleasant. Physical appearance of the office should be attractive and highly conducive both to the client and employees. Contemporary empirical evidence reveals that employees performing in a pleasant environment are more productive and motivated.

In view of these, United Nations Development Programme in Belize is looking for highly qualified Contractor to provide technical assistance to the office renovation and beautification.

Type of Appointment: Contract for Civil Works

Duty Station:	Belmopan
Starting Date:	Proposed 4th August 2014
Duration:	2 month
Application deadline:	July 24, 2014 at 4:00p.m.

1. Objective

The objective of the assignment is to implement the design of the new office lay out as per the approved layout design and bill of quantities

2. Scope of the Assignment

The contractor is expected to:

Produce remodel the design of the office based on the needs and specific requirements of UNDP and according to UN regulations.

1. Demolish current walls.
2. Construct an additional entrance.
3. Update working space.
4. Include a drop ceiling with light fixtures.
5. Upgrade the Kitchen and restrooms areas.
6. Re-route outlets, light and cables

3. Deliverables, Time Frame and Mode of Payment

#	Specific deliverables	Percentage of Payment
1	Demolition of Walls	20%
2	Construction of new Open Spaces /Kitchen/Restrooms/new entrance	25%
3	Install Drop Ceiling	40%
4	Re-routing of cables and wires	15%

4. Structure and Management

The consultant will operate under the direct guidance of UNDP - Operations Analyst and senior management. He/she is also expected to liaise with senior management of the Belize county office as well as relevant colleagues. Work will occur at night and weekends only in order to reduce noise and work

5. Qualification requirement

- The contractor should have specialization and experience in design and supervision of construction projects and provision of related quality assurance and quality control services.
- The contractor should be registered with Government of Belize and should have at least seven (7) years of experience in undertaking work related to the requirements (construction/rehabilitation projects).
- The contractor should have Knowledge of international standards for safety and security at the work site.
- The contractor should have good knowledge of reinforced cement concrete, electrical, mechanical, plumbing, Information communication Technology, heating / ventilation / Air-conditioning for large scale construction projects.
- The contractor should have demonstrated ability to read, understand and interpret construction documents such as technical drawings, work plan, specification, and generally engineering data in English.

- The contractor should maintain a high level of confidentiality.

(iii) Language:

Full proficiency in both spoken and written English

Duration of Assignment:

The successful contractor shall be recruited on a contract for a period of 2 month.

Hector Alpuche
Procurement Associate
July 10, 2014

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁵

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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the services listed below in conformity with the statement of work and requirements of UNDP as per RFQ Reference No. _____:

TABLE 1 : Offer to Supply Services Compliant with Statement of Works and Requirements

Item	Description	Qty.	Unit	Furniture	Total
	SUMMARY				
1	Removals and Demolitions				
2	Partitions and Ceilings				
3	Bathrooms				
4	Furniture and Finishes				
	<u>Mechanical works:</u> Allow for relocation of some units/complete with necessary works				
	<u>Electrical Works:</u> Allow for removal/relocation of some outlets and switches	1	L.S.		
	Allow for supply and installation of three channel PVC trunking to underside of desks' counters	140	L.F.		
	<u>Plumbing Works:</u> Allow for the supply and connection of drain pipes of shower stalls, for the connection of faucets, for the connection of supply line to shower stalls, for the replacement [if necessary] of accessories and fittings	1	L.S.		
	Total				\$ -
	10% Contingency				\$ -
	Total To Summary				\$ -

Summary Breakdown

Item	Description	Qty.	Unit	Rate	Total
1	REMOVALS AND DEMOLITIONS				
1.01	Remove glass inserts as required in drawings; carefully remove the moldings and extract the glass Note: careful attention to protection, placement and/or removal from site of glass panes	1	L.S.		
1.02	Remove doors as required Note: Careful attention to protection and placement of doors to be reused in new layout	1	L.S.		

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

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

1.03	Demolish required drywall partitions as per drawing	140	S.Y.		
1.04	Bag properly , remove and dispose of debris in an adequate manner Note: special attention to proper plastic covers of areas; control of drywall dust with vacuum cleaner	1	L.S.		
1.05	Demolish required concrete partitions as per drawing	25	S.Y.		
1.06	Bag properly , remove and dispose of debris in an adequate manner	1	L.S.		
1.07	Allow for tying and proper identifying electrical wires, etc. per desk or unit	1	L.S.		
1.08	Allow for proper cleaning	1	L.S.		
	Total To Summary				

Item	Description	Qty.	Unit	Rate	Total
2	PARTITIONS AND CEILING				
2.01	Supply all necessary materials for new block work partition- dowel into floor slab, insert steel reinforcement, supply and place concrete blocks, and insert concrete to cores	25	S.Y.	-	
2.02	Supply all necessary materials for lintels and sills to new concrete block partition and where required			-	
	Formwork	100	S.F.		
	Steel #3	200	L.F.		
	Steel #2	200	L.F.		
	Concrete	1	C.Y.		
2.03	Supply all required materials and prepare mortar to render both sides of new partitions, lintels, sills, sides and edges	60	S.Y.	-	-
2.04	Supply all necessary materials and erect drywall partitions as required/ complete with metal sub-structure, with additional backing and support where cabinets and aluminum frames are to be installed, complete with standard tape, compound and sanding of surface to prepare to receive primer and paint	182	S.Y.		
2.05	Supply and install required aluminum frames with clear glass inserts				
	W-2	1	No.		
	W-4	1	No.		
	W-6	7	No.		
	W-7	3	No.		
	Supply and install baseboards to wall base/ mahogany. Well sanded and with clear coat and natural satin finish	510	L.F.		
2.06	Allow for the installation, relocation of switches and outlets to new partitions and the running of new where required	1	L.S.		
2.07	Supply and apply primer to all walls	500	S.Y.		
2.08	Supply and apply required color paint to all walls	500	S.Y.		

2.09	Supply all necessary materials and install an acoustic ceiling system to underside of beam/ getting maximum height possible considering the installation of electrical light troffers	400	S.Y.		
2.10	Supply and install required light troffer fixtures 2'-0" x 4'-0"	28	No.		
2.11	Allow for electrical `pan/s' to run wires for electrical fixtures: `pans' to be properly secured to existing concrete	1	L.S.	-	
2.12	Conference room: Remove existing drywall sheet on one side, and insert 3" thick E.P.S. [foam] to procure sound insulation	18	S.Y.		
2.13	Allow for installation of new drywall complete with tape, compound and prepare to receive primer and paint	18	S.Y.	-	-
2.14	Allow for cleaning	1	L.S.		
	Total To Summary			-	

Item	Description	Qty.	Unit	Rate	Total
3	BATHROOMS				
3.01	Remove basins complete	3	No.		
3.02	Cut and chase concrete exterior wall in order to insert shower faucets as per drawing	2	S.Y.		
3.03	Supply and install shower faucets complete with all accessories	2	No.		
3.04	Supply all necessary materials for the shower stalls floor inclusive of edges			-	
	Formwork	50	S.F.		
	Steel #3	40	L.F.		
	Steel #2	180	L.F.		
	Concrete	1	C.Y.		
3.05	Supply and put in place 4" concrete blocks to new partition in ladies' room, complete with steel reinforcement and concrete	6	S.Y.		
3.06	Supply and install floor tiles to shower stall floors and to entrance of ladies's shower room/ complete with thin-set and grout	12	S.Y.	-	
3.07	Supply and install wall tiles to shower stalls/ complete with thin-set and grout/complete with pvc edging	20	S.Y.		
3.08	Supply and install dividing partition between toilets of ladies room	1	L.S.		
3.09	Supply and install:				
	Shower curtain rod	1	No.		
	Toilet paper holders	3	No.		
	Kick and push plates	6	No.		
3.10	Prime and paint walls	60	S.Y.		
3.11	Allow for cleaning	1	L.S.		
	Total To Summary			-	

Item	Description	Qty.	Unit	Rate	Total
4	FURNITURES AND FINISHINGS				
4.01	Floor Finishes				

	Where drywall partitions have been removed and the floor tile/s is damaged, these must be removed and replaced with same [if possible] if not , very similar	30	S.Y.		
4.02	<u>Option:</u> Supply and install vinyl "wood" planks [this provides a uniform and elegant appearance] complete with the complementary padding and trims and stainless steel thresholds where necessary	260	S.Y.		
4.03	<u>Kitchen Furniture:</u> Supply and place 2'-0" Ø tables	3	No.		
4.04	Supply and place chairs	16	No.		
4.05	Supply and install counter to existing base cabinet as shown in detail/ complete with support base or with 2"Ø wood legs	1	L.S.		
4.06	Supply and place metal locker of six[6] partitions/openings	3	No.		
4.07	<u>Operations Furniture:</u> Supply and place desks 5'-6" x 2'-0" or [2'-4" max.] with 18" x 2'-0" return on right side as shown in drawing	4	No.		
4.08	Supply and install shop-grade plywood counter with a mahogany nose and skirting. Properly sanded and sealed and with a natural flat satin finish [8'-4" x 2'-0"]	1	No.		
4.09	Supply and install shelves to storage and doors	1	L.S.		
4.10	Supply and install wall storage cabinets above returns	27	L.F.		
4.11	Supply and place furniture for copier/sect with storage areas at base	1	L.S.		
4.12	<u>Option:</u> Refurbish existing table: sand, bring to a natural finish, seal with flat satin, and add doors if required				
4.13	<u>Programmers' Furniture:</u> Supply and install desk-counters	60	L.F.		
4.14	Supply and install storage cabinet [H=7'-0'] complete with internal shelves, internal hinges, and lock	4.5	L.F.		
4.15	Supply and install custom made desk to enclosed office/ mahogany, natural finish, flat satin seal/ complete with hardware	1	No.		
4.16	Supply and install wall 'storage-cabinets' as shown	60	L.F.		
4.17	<u>Meeting Room</u> Supply and place a 6'-0"Ø wood table	1	No.		
4.18	Supply and place chairs to table	8	No.		
	Total To Summary				

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Time			
Warranty and After-Sales Requirements			
a) Warranty on Labor for minimum period of 3 months			
b) Technical Support (if required)			
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]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted

material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls

controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh

conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.