



## REQUEST FOR QUOTATION (RFQ) (Goods)

Bidders	DATE: February 19, 2020
	REFERENCE: RFP/PNG/003-2020

Dear Sir / Madam:

We kindly request you to submit your quotation for Refurbishment and Alterations of Lodging Facilities at Varirata National Park, Sogeri, Central Province as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

Inspection can carry out on 24<sup>th</sup>, February 2020, 11:30am at Varirata National Park Sogeri, Central Province and quotations to be submitted on or before March 06<sup>th</sup>, 2020 (PNG Time).

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 or access it through this link: <http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/>

Please take note of the following requirements and conditions pertaining to the execution of the above mentioned works:

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	N/A
Customs clearance, if needed, shall be done by:	N/A
Exact Address/es of Delivery Location/s (identify all, if multiple)	Varirata National Park Sogeri, Central Province
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	As indicated on Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	Packed in a way to avoid any damages
Mode of Transport	Land
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty on renovation work <input checked="" type="checkbox"/> Technical Support
Deadline for the Submission of Quotation	March 06 <sup>th</sup> , 2020 PNG Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <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"/> 60 days  In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not Permitted  Bidding Currency allowed is PGK
Payment Terms <sup>1</sup>	<input checked="" type="checkbox"/> 100% upon complete delivery of goods
Liquidated Damages	Liquidated damage will be imposed after the delivery due on PO, under the following conditions:  “0.5 percent of the delivered price of the delayed services for each additional day of delay until actual delivery, up to a maximum deduction of 10 per cent of the purchase order/contract price. Once the maximum is reached, the UN purchasing authority may consider termination of the purchase order/contract”.
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <sup>2</sup> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions  Refer annex 3
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Civil works contract  <a href="https://www.undp.org/content/dam/undp/library/corporate/Procurement/english/3.%20UNDP%20GTCs%20for%20Contracts%20(Goods%20and-or%20Services)%20-%20Sept%202017.pdf">https://www.undp.org/content/dam/undp/library/corporate/Procurement/english/3.%20UNDP%20GTCs%20for%20Contracts%20(Goods%20and-or%20Services)%20-%20Sept%202017.pdf</a>
Special conditions of Contract	UNDP does not guarantee any minimum business, as a result of this RFQ.

<sup>1</sup> 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.

<sup>2</sup> 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.

<p>Conditions for Release of Payment</p>	<p><input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements</p>
<p>Contact Person for Inquiries (Written inquiries only)</p>	<p><i>Ripana James</i>  <a href="mailto:procurement.pq@undp.org">procurement.pq@undp.org</a></p> <p>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. All communication, clarifications and addendums will be posted on UNDP PNG website, under procurement section – <a href="http://www.pg.undp.org">www.pg.undp.org</a></p>

Services and the 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. 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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**

*UNDP Papua New Guinea  
Procurement Department*

## Project Description

### Background:

The Conservation and Environment Protection Authority (CEPA) in partnership with the United Nations Development Programme (UNDP) and the Global Environment Facility (GEF) 5, implements the “*Strengthening the Management Effectiveness of the National System of Protected Areas*” project. The Project Component 1, Outcome 1.3 is directly responsible for the Varirata National Park and the surrounding Sogeri Plateau. Whilst still generate revenue each week attracting consistent weekend bookings and payments the park is in dire need of rehabilitation which is sensible to commence refurbishment works and up keep of the facility.

### Objective:

The objective of the project is to increase revenue from the use of the facility. To archive this commencement of rehabilitation works at the national park. This stage requires rehabilitation, and alteration works to the **Lodging Facilities, with Electricity at the National Park.**

### Deliverables:

The Building Contractor will be required to undertake the following specific tasks:

- Refurbish and Alter Two(2) Buildings with Rainwater Tanks;
- Install a Cook Hut and create a Fire Place.

### Scope of Work: (Refer Drawing & Specification)

<b>1</b>	<b>PRELIMINARIES</b>
1.1	GENERAL
	. Site Inspection
	. Temporary water and power
	. Temporary works, support, plant, etc
	. Protection of Works and Site Security
	. Rubbish removal
	. General Administration costs
	. Transportation, Margins and Profit
<b>2</b>	<b>REFURBISHMENT OF BUILDING ONE(1)</b>
<b>2.1</b>	<b>DEMOLITION</b>
a	Demolish Doors and close openings to match as shown
b	Demolish Gutters and Downpipes and replace with new
c	Electrical Fittings and Lines in spaces and walls to be disconnected and demolished
<b>2.2</b>	<b>CARPENTRY</b>
a	Replace damaged Weatherboard lining to match existing where required
b	Replace damaged Internal Wall Lining and Edge Strips where required
c	Doors to the end and front of the building to be demolished and openings to be closed to match existing

d	Replace damaged studwall where required.
e	Replace damaged beams and posts where required
<b>2.3</b>	<b>ROOF</b>
a	Clean and wash down roof and paint to match
b	Replace damaged roof sheeting where required
c	Replace existing downpipes and gutters with new and connect to Rainwaters tanks
d	Makegood to all Barge Boards and farcias
e	Replace and Makegood Trusses and Posts where required
<b>2.4</b>	<b>FLOOR</b>
a	Even Floor and Tile with 200x200 Ceramic tiles. Colour to be confirm by client
<b>2.5</b>	<b>DOORS</b>
a	Replace existing Doors with New Doors as shown on floor plan
b	New Doors to be Steel Security Grill Doors
c	Locking systems to be Deadlocks plus Keys with Chain and Pad Locks
<b>2.6</b>	<b>WINDOWS</b>
a	Clean and Wash down all window openings
b	Security Grills/Mesh to all window openings where required to match
<b>2.7</b>	<b>JOINERY</b>
a	Construct Kitchen Bench as shown on floor plan
<b>2.8</b>	<b>PLUMBING</b>
a	Install and connect kitchen sink unit with water supply pipes to rainwater tanks and link drainages pipes to soak away.
b	Provide Taps and Waste Pipes as shown
<b>2.9</b>	<b>PORCH EXTENSION as shown on drawings</b>
a	<b>Carpentry</b>
	. Galvanised Steel Posts
	. Beam fixed to posts
	. Rafters and Purlins
	. Sisalation
b	<b>Extend Concrete Floor</b>
c	<b>Roof</b>
d	<b>Install Timber Seat fixed to Posts</b>
e	<b>Provide Footpath</b>
<b>2.10</b>	<b>ELECTRICAL</b>
a	Replace all electrical lines with new
b	Replace all electrical fittings with new

c	Replace all electrical lights with new as shown on floor plan
d	Fit one double GPO at Sink Bench Area
e	Fit three(3) double GPO on three sides of the walls as shown on floor plan
f	Fit 3 new 18W fluorescents around exterior of building as shown
g	Fit 3 new 36W fluorescents in the building as shown
<b>2.11</b>	<b>PAINTING</b>
	Preparation: Clean all surfaces of the building with soapy water. Remove all existing mold with bleach. Apply one coat of anti-mould solution.
a	Paint all external walling, window joinery, fascia and eaves timber undercoat and 3 coats "sunproof" acrylic
b	Sand down roofing iron and remove surface with rust. Paint in accordance with specification.
c	Paint all doors, joinery and internal walls with undercoat, and apply a 3 coats gloss enamel.
d	Paint all ceilings undercoat and 3 coats low sheen acrylic
e	Paint all security grills primer/undercoat and two coats gloss enamel
f	Paint partition walls, doors under coat and 3 coats gloss enamel.
<b>2.12</b>	<b>FIRE SERVICES</b>
a	Provide 1xNo 4.5kg CO2 Fire Extinguisher install where indicated
<b>2.13</b>	<b>WATER TANKS</b>
a	Provide and Install 3x9000L Rainwater Tanks plus Accessories
<b>3</b>	<b>REFURBISHMENT OF BUILDING TWO(2)</b>
<b>3.1</b>	<b>DEMOLITION</b>
a	Demolish Walls as shown on Floor Plan
b	Demolish Gutters and Downpipes and replace with new
c	Electrical fittings in spaces and walls to be disconnected and demolished
d	Clear Vegetation and any plant growth
<b>3.2</b>	<b>CARPENTRY</b>
a	Install New and Replace damaged Weatherboard lining to match existing where required
b	Install New and Replace damaged Internal Wall Lining and Edge Strips where required
c	Replace Doors and Close Openings as shown on drawings
d	Replace damaged studwall where required.
e	Install/Replace damaged beams and posts where required
<b>3.3</b>	<b>ROOF</b>
a	Clean and wash down roof and paint to match
b	Replace damaged roofing sheeting where required
c	Replace existing Downpipes and Gutters with new and connect to new Rainwaters Tanks
d	Replace and Makegood to all Barge and Facia Boards
e	Replace and Makegood Rafters, Purlins, Sisalation and posts where required
<b>3.4</b>	<b>FLOOR</b>



a	Even Floor and Tile with 200x200 Ceramic tiles. Colour to be confirm by client
<b>3.5</b>	<b>DOORS</b>
a	Demolish existing doors and provide new as shown on floor plan
b	New Doors to be Solidcore with Steel Security Grill opening outwards
c	Locking systems to be Deadlocks plus Keys with Chain and pad locks
<b>3.6</b>	<b>WINDOWS</b>
a	Clean and Washdown all Windows
b	Install new Windows as shown
c	Security Mesh to all window openings where required to match
<b>3.7</b>	<b>ELECTRICAL</b>
a	Replace all Electrical Lines with new as shown
b	Replace all Electrical Fittings with new as shown
c	Replace Lights with new as shown
d	Fit three(3) double GPO on three sides of the walls as shown on floor plan
e	Fit 2x18W Fluorescents inside building as shown
f	Fit 3x 36W Fluorescents around building as shown
<b>3.10</b>	<b>PAINTING</b>
	Preparation: Clean all surfaces of the building with soapy water. Remove all existing moald with bleach. Apply one coat of anti-mould solution.
a	Paint all external walling, window, barge, fascia and eaves with undercoat and 3 coats "sunproof" acrylic
b	Sand down roofing iron and remove surface with rust. Paint in accordance with specification.
c	Paint Doors, and internal Walls with undercoat, and apply a 3 coats gloss enamel.
d	Paint Ceilings undercoat and 3 coats low sheen acrylic
e	Paint Security Grills primer/undercoat and two coats gloss enamel
<b>3.11</b>	<b>FIRE SERVICES</b>
a	Provide 1xNo 3.5kg CO2 Fire Extinguishers where indicated
<b>3.12</b>	<b>WATER TANKS</b>
a	Provide and Install 2x9000L Rainwater Tanks plus Accessories
<b>4</b>	<b>FIRE PLACE</b>
<b>4.1</b>	<b>SITE CLEARANCE &amp; PREPARATION</b>
a	. Install 1xLayer 200x400 Con Blocks around Fireplace as indicate and fill with River Gravel
<b>4.2</b>	<b>JOINERY</b>
a	. Install 2xSteel Seats
b	. Install Fire Stand
<b>5</b>	<b>COOK HUT</b>

<b>5.1</b>	<b>SITE CLEARANCE &amp; PREPARATION</b>
A	. Clear and Preparation
B	. Formwork
<b>5.2</b>	<b>CARPENTRY</b>
A	. Posts
B	. Beams
c	. Rafters, Badge, Fascia and Purlins
<b>5.3</b>	<b>CONCRETING</b>
	provide all concrete materials and build:
A	concrete footings around stumps
B	concrete slab for cook hut
c	concrete slab for rainwater tanks
<b>5.4</b>	<b>ROOFING</b>
A	. Zinalume Roofing Sheets
B	. Ridge
<b>5.5</b>	<b>JOINERY</b>
A	. Cooking Stand
B	. Kitchen Bench
c	. Seats
<b>5.6</b>	<b>PAINTING</b>
	. Paint all external walling, window, badge, fascia and eaves with undercoat and 3 coats
A	"sunproof" acrylic
B	. Paint Internal Walls with undercoat, and apply a 3 coats gloss enamel.
<b>5.7</b>	<b>PLUMBING</b>
A	. Install Sink
B	. Install and connect kitchen sink unit with water supply pipes to rainwater tanks and link drainages pipes to soak away.
c	. Provide Taps and Waste Pipes as shown

### **Qualifications and Registration:**

- Supplier/Installer to provide Company Profile and Registration(IPA, IRC, etc)
- Supplier/Installer to provide Insurance and Public Liability Insurances
- Minimum 5 of similar project undertaken in 3 years
- Minimum 5 of years of experience in similar contracts
- Appropriateness of the Implementation Timetable to Project Schedule;

- Full compliant to other criteria as outlined in the Technical Requirements;
- Comply with completion and hand over timeline

The award of the contract shall be made by review of the organization whose offer has been evaluated and determined as:

- a) Lowest price offer of technically qualified/responsive Bid
- b) Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Statement of Works (SOW),

UNDP PNG Procurement

**FORM FOR SUBMITTING BIDDER'S PRICE<sup>3</sup>**

*(This Form must be submitted only using the Bidder's Official Letterhead/Stationery<sup>4</sup>)*

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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. \_\_\_\_\_:

**TABLE 1: Refurbishment and Alterations of Lodging Facilities as per the Drawings and Specifications and Requirements. Offer to carry out activities and works compliant with Technical Specifications and Requirements**

**A Separate financial proposal template will be provided in the next 2 working days**

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<sup>3</sup> This serves as a guide to the Bidder in preparing the price and price schedule.

<sup>4</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

## 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.