REQUEST FOR QUOTATION (RFQ)
(Works)

To: Potential Bidders

DATE: April 20, 2020

REFERENCE: RFQ/FJI011/2020

Dear Sir / Madam:

We kindly request you to submit your quotation for Renovation of ASYCUDA Regional Office for the Pacific as detailed in Annex 1 of this RFQ.

Quotations may be submitted on or before 4th May, 2020 via e-mail to the address below:

United Nations Development Programme
Level 8, Kadavu House, Victoria Parade, Suva
Deepak Naicker
etenderbox.pacific@undp.org

Quotations submitted by email must be limited to a maximum of 10MB, virus-free and no more than 3 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the 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 works.

<table>
<thead>
<tr>
<th>Delivery Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>[INCOTERMS 2010]</td>
</tr>
<tr>
<td>(Pls. link this to price schedule)</td>
</tr>
</tbody>
</table>

☑️ DAP
Freight /clearance cost to be included if vendor is not based in Fiji
| **Customs clearance**¹, if needed, shall be done by: | ☒ Supplier/Offeror |
|**Exact Address/es of Delivery Location/s (identify all, if multiple)** | ASYCUDA Regional Office for the Pacific 8th Floor BSP Life Centre, Thomson Street, Suva |
|**UNDP Preferred Freight Forwarder, if any²** | N/A |
|**Distribution of shipping documents (if using freight forwarder)** | N/A |
|**Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)** | ☒ 60 days from the issuance of the Purchase Order (PO) |
|**Delivery Schedule** | ☒ Required |
|**Packing Requirements** | N/A |
|**Mode of Transport** | ☒ AIR ☒ LAND ☒ SEA |
|**Preferred Currency of Quotation**³ | Local Currency: FJD |
|**Value Added Tax on Price Quotation**⁴ | ☒ Must be **exclusive** of VAT and other applicable indirect taxes (if Local (Fijian) Supplier) |
|**After-sales services required** | N/A |
|**Deadline for the Submission of Quotation** | Monday, 4ᵗʰ April 2020 Fiji Time |
|**All documentations, including catalogs, instructions and operating manuals, shall be in this language** | ☒ English |

¹ **Must be linked to INCO Terms chosen.**
² ** Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.**
³ **Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP’s issuance of Purchase Order.**
⁴ **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.**
<table>
<thead>
<tr>
<th>Documents to be submitted (Mandatory)</th>
<th>☒ Quotation in accordance with the list of requirements in Annex 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Validity of Quotes starting the Submission Date</td>
<td>☒ 120 days&lt;br&gt;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.</td>
</tr>
<tr>
<td>Partial Quotes</td>
<td>☒ Not Permitted</td>
</tr>
<tr>
<td>Payment Terms</td>
<td>☒ 100% upon complete delivery of works</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>Will be imposed under the following conditions: If the supplier fails to complete the specified works within the time period(s) stipulated by the purchase order, the UN purchasing authority shall, without prejudice to its other remedies under the purchase order, deduct from the purchase order price, as liquidated damages a sum equivalent to 0.5 percent of the delivered price of the delayed works for each additional day of delay until actual delivery, up to a maximum deduction of 10 percent of the purchase order price. Once the maximum is reached, the UN purchasing authority may consider termination of the purchase order.</td>
</tr>
<tr>
<td>Evaluation Criteria [check as many as applicable]</td>
<td>☒ Technical responsiveness/Full compliance to requirements and lowest price&lt;br&gt;☐ Comprehensiveness of after-sales services&lt;br&gt;☐ Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criterion and cannot be deleted regardless of the nature of services required]&lt;br&gt;☐ Earliest Delivery / Shortest Lead Time</td>
</tr>
<tr>
<td>UNDP will award to:</td>
<td>One and only one supplier&lt;br&gt;☐ Only one Supplier</td>
</tr>
<tr>
<td>Type of Contract to be Signed</td>
<td>☒ Purchase Order</td>
</tr>
</tbody>
</table>

---

5 First 2 items in this list are mandatory for the supply of imported goods
6 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.
7 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.
8 This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).
<table>
<thead>
<tr>
<th>Special conditions of Contract</th>
<th>☒ Cancellation of PO/Contract if the delivery/completion is delayed by 30 days after PO due date</th>
</tr>
</thead>
</table>
| Conditions for Release of Payment | Passing Inspection  
Complete Renovation |
| Annexes to this RFQ⁹ | ☒ Scope of Works (Annex 1)  
☒ Form for Submission of Quotation (Annex 2)  
☒ General Terms and Conditions / Special Conditions (Annex 3). |
| Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process. |
| Contact Person for Inquiries (Written inquiries only)¹⁰ | Deepak Naicker  
Procurement Associate  
procurement.fj@undp.org  
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 works 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.

⁹ Where the information is available in the web, a URL for the information may simply be provided.

¹⁰ 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.
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/](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,

Deepak Naicker
Procurement Associate

20-Apr-2020
SCOPE OF WORKS

RENOVATION OF OFFICES
ASYCUDA Regional Office for the Pacific
8th Floor BSP Life Centre,
Thomson Street, Suva

OVERVIEW
Within the context of the ASYCUDA Support Mechanism and ASYCUDA deployment projects currently being implemented in the Pacific and other potential projects in the pipeline, the current UNCTAD office space located at the 8th floor of BSP Life Centre would not be sufficient to accommodate additional experts, consultants and fellows and to host trainings.

The Landlord (BSP Life) has made available two adjacent offices spaces that were recently vacated by the BSP Marketing Team and BSP Project Management Team, and UNCTAD has accepted to lease the additional space. However, renovation works need to be carried out to make the space suitable to the requirements of the Programme.

Therefore, the UNCTAD/ASYCUDA Regional Office for the Pacific requires quotations for a contractor to complete the proposed modifications.

INTENT
Requirements in this SOW serve as a direction to the Contractor for the renovation and modification of the offices at the ASYCUDA Regional Office. The Contractor shall perform all services in accordance with international professional standards of skill, care and diligence adhered to by reputable, first class international firms and shall conform to generally accepted professional practices.

PROJECT DESCRIPTION
UNCTAD intends to renovate and modify specific offices at the ASMP Office, Fiji, located at 8th Floor, BSP Life Building, Suva. This renovation requires the merging of 3 existing office spaces. The requirements below are the basis for the modifications. The renovations shall use only high quality, first class materials and fittings.

A site visit can be scheduled upon request.

SCOPE OF WORK

ASYCUDA Main Office area
1. Dismantle approximately 14 linear meters of existing plasterboard partitions with glass and doors;
2. Dismantle approximately 26 linear meters of existing timber and plasterboard dividing walls;
3. Construct approximately 30 linear meters of glass partitions with frosted section using aluminum frames
4. Supply and install 3 glass doors with standard locks
5. Supply and install 1 glass door (Server room) with Bio security access control
6. Relocate one existing Air conditioner unit within office area
7. Relocate drainpipes of an existing air conditioner to corner of the room.
8. Remove and dispose 3 outdated Air conditioner units (Both indoor and outdoor units)
9. Supply, install Bio security access for one existing door (Main entrance door)
10. Supply and install suitable 1 kitchen sink at the office pantry area
11. Supply and install 2, four way workstations (3m x 3M)
12. Supply and install necessary power supply and outlets for the workstations
13. Supply and install Conference room table (1.2m x 2.4m) and 6 chairs
14. Supply and install new carpet for the whole office
15. Supply and install approximately 8M of vertical blindsers matching the existing.

Training Room

16. Supply and install 1 wooden door with Bio security access control
17. Supply and install suitable 1 kitchen sink.
18. Supply 2 table for the training room matching the existing table sizes and colour
19. Install 6 training room tables (4 existing + 2 provided) and 13 double face UPS powered power outlets for the 12 training PCs.
20. Supply and install 14 data points for the training PCs
21. Supply and install the suitable cable management system to accommodate the power and data cable of the training PCs
22. Supply and install 2 “whiteboards” (1.2m x 1.8m) in the new training room
23. Supply 12 height adjustable chairs with arm rests for the training room.
24. Supply and install a 3KVA rack mountable UPS for training PC power outlets
25. Supply and install 4 double face normal power outlets on walls
26. Supply and install new carpet for the training area
27. Supply and install soundproof material as required.
28. Supply and install stainless steel floor rail to the inside of the training room, prevent participants’ chairs hitting the glass wall partition.
29. Relocation of the existing Projector and Screen to new Training room
**Server Room**

30. Supply and install a raised floor with removable tiles and ability to run cables underneath.
31. Supply and install a secure ceiling, preventing any unauthorized access to server room through the roof cavity.
32. Supply and install 6 LED downlights (10W)
33. Supply and install 4 15 Amp power outlets below the raised floor.
34. Supply and install 2 double face normal power outlets on walls (Above raised floor)
35. Supply and install suitable Duct/Tray system for power and data cable management from roof cavity to raised floor.
36. Supply and install a Fire extinguisher system suitable for ICT equipment.
37. Supply and install two cassette type Air conditioner units with humidity control.
38. Supply and install a temperature monitoring system with SMS or email alerts
39. Supply and install emergency lights
40. Supply and install Glass partitions and sound proof material as required.
41. Supply and install a Power distribution board
42. Supply, install and configure a software application for managing and monitoring of 3 Bio metric access control doors.
43. Supply and install a suitable access ramps (to get equipment in and out)

**Notes:**

1. Glass partitions should extend from the floor level to ceiling level as a single panel
2. Frameless glass partitioning is preferred and any frames required should be done using slim Aluminium.
3. All glass partitions should contain a frosted section for safety reasons and also to provide privacy where necessary.
4. Replace all damaged ceiling tiles, relocate A/C ducts and lights as required
5. Repair and colour wash all existing walls to match the new office environment.

**General**

1. All works are to comply with the local building regulations.
2. The contractor will rectify any damage to all areas on completion of the works.
3. The contractor shall supply all materials and labour in order to complete the works.
4. All waste material to be taken from site and disposed of by the contractor.
5. Site is to remain tidy at all times and cleaned up on completion of works.
6. All work to be carried out in a workmanship like manner.
7. All Documentation regarding warranties, guarantees and instructional literature are to be handed to your ASMP representative.
8. All care must be taken to protect the carpet and furnishings within the property and drop sheets to be used at all times where necessary.
9. Any variations are to be priced and approved in writing by ASMP before proceeding with the work.
10. All measurements are to be confirmed by the contractor on site.

**NOTE:** Any damage caused by the Contractor or his contractors is to be made good at the Contractor’s expense.

**CONTRACTOR PROVISIONS**

The Contractor shall supply everything necessary for the execution and completion of the work including paint, brushes, rollers, drop sheets, sandpaper, fillers, sealants, scrapers, thinners, tints, colour charts, masking tape and material, ladders and scaffolding. Site preparation and installation performance shall be in accordance with Suva City council regulations and Fiji building codes and standards.

The Contractor shall prepare and submit the applications for all permits, approvals including the Suva City council approval required for the completion of this job.

**WORKING HOURS**

Working hours are to be discussed with the building management.

**SITE PREPARATION AND CLEANING UP**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the premise’s owner. Unsightly materials and debris including excess soil, garbage, and equipment should be removed as required; while materials should be scheduled for delivery only as required for immediate use.
Workstations
Annex 2

FORM FOR SUBMITTING SUPPLIER’S QUOTATION\(^{11}\)

(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery\(^{12}\))

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: Offer to Supply Goods and Works Compliant with Technical Specifications and Requirements

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description/Specification of services</th>
<th>Latest Delivery Date</th>
<th>Unit Price</th>
<th>Total Price per Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Renovation Works</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Airconditioning Works</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Electrical Works</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Plumbing Works</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Supply and Installation of Furnitures and Fixtures and Accessories (Curtains, carpets etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Prices of Goods and Works\(^{13}\)

Add: Other Charges (pls. specify)

Total Final and All-Inclusive Price Quotation

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

<table>
<thead>
<tr>
<th>Other Information pertaining to our Quotation are as follows:</th>
<th>Your Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes, we will comply</td>
</tr>
<tr>
<td>Delivery Lead Time/Completion</td>
<td></td>
</tr>
</tbody>
</table>

\(^{11}\) This serves as a guide to the Supplier in preparing the quotation and price schedule.

\(^{12}\) Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

\(^{13}\) Pricing of goods should be consistent with the INCO Terms indicated in the RFQ
### Delivery as per specification

### Warranty and After-Sales Requirements

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>✓Warranty on Parts and Labor for minimum period of 1 year and a retention period of 3 months after completion</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td>✓Technical Support</td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td>✓Provision of Service Unit when pulled out for maintenance/repair</td>
<td></td>
</tr>
</tbody>
</table>

### Validity of Quotation

### All Provisions of the UNDP General Terms and Conditions

### Other requirements *(pls. specify)*

---

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

---

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

[Designation]

[Date]
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 works 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 works 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.