REQUEST FOR QUOTATION (RFQ)

REFERENCE: RFQ/KRT/14/009    DATE: February 27, 2014

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply, delivery, and Installation of Shatter Resistant Security Films**, 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 11:00 Hours (3+ GMT), March 9, 2014 via: ☐ hand delivery to the address below:

**Head of Procurement**  
United Nations Development Programme  
House No. 7, Block No. 5 Gama’a Avenue, Khartoum  
Khartoum, Sudan  
Ref: RFQ/KRT/14/009  
Subject: Supply, delivery, and Installation of Shatter Resistant Security Films  
Or by email at: procurement.sd@undp.org

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:

<table>
<thead>
<tr>
<th>Requirement/Condition</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Terms</td>
<td>DAP UNDP Office in Khartoum Gama’a Avenue, House 7, Block 5</td>
</tr>
<tr>
<td>Customs clearance</td>
<td>☐ Supplier</td>
</tr>
<tr>
<td>Exact Address(es)</td>
<td>UNDP Office in Khartoum Gama’a Avenue, House 7, Block 5</td>
</tr>
<tr>
<td>of Delivery Location(s) (if multiple)</td>
<td></td>
</tr>
<tr>
<td>Distribution of shipping documents</td>
<td>N/A</td>
</tr>
<tr>
<td>Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)</td>
<td>☐ 3 weeks from handing the PO</td>
</tr>
<tr>
<td>Delivery Schedule</td>
<td>☐ Not Required</td>
</tr>
<tr>
<td>Packing Requirements</td>
<td>N/A</td>
</tr>
<tr>
<td>Mode of Transport</td>
<td>N/A</td>
</tr>
</tbody>
</table>
| Preferred Currency of Quotation | ☐ Local Currency : SDG  
If quoted in US$, official UN exchange rate applicable on the day of bid closure shall apply. Payment will be made in SDG to the local suppliers  
☐ US Dollars for the International Suppliers |
<table>
<thead>
<tr>
<th>Value Added Tax on Price Quotation</th>
<th>☑ VAT and other Indirect Taxes as applicable to the Bidder. However, it is to be noted that UNDP is exempted from the TAX and UNDP will provide the approved concession form.</th>
</tr>
</thead>
<tbody>
<tr>
<td>After-sales services required</td>
<td>☑ Warranty on materials and installation for minimum period of 12 months.</td>
</tr>
<tr>
<td>Deadline for the Submission of Quotation</td>
<td>Sunday, March 09, 2014. @ 11:00 hrs +3 GMT</td>
</tr>
<tr>
<td>All documentations, including catalogs, instructions and operating manuals, shall be in this language</td>
<td>☑ English</td>
</tr>
<tr>
<td>Documents to be submitted</td>
<td>☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☑ Company Registration Certificate &amp; Brief Company Profile; -Bidders may require license to operate in Sudan, if yes, please enclose in the bidding document. -CVs of the Technical Staff who will be assigned to install the SRF;</td>
</tr>
<tr>
<td>Period of Validity of Quotes starting the Submission Date</td>
<td>☑ 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.</td>
</tr>
<tr>
<td>Partial Quotes</td>
<td>☑ Not Permitted</td>
</tr>
<tr>
<td>Payment Terms</td>
<td>☑ 100% upon complete delivery of goods and services and upon satisfactory application of the SRF and clearance of the quality of application by UNDP Field Security Specialist</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>Cancellation of PO/Contract if the delivery/completion is delayed by 14 days.</td>
</tr>
<tr>
<td>Evaluation Criteria</td>
<td>Technical responsiveness/Full compliance to requirements and lowest price Quotation</td>
</tr>
<tr>
<td>Escalation Clause</td>
<td>UNDP holds the right to request for additional 20% of quantity of SRF keeping the Unit rates for both SRF as well as installation/application prices same.</td>
</tr>
<tr>
<td>UNDP will award to:</td>
<td>☑ One and only one supplier</td>
</tr>
<tr>
<td>Type of Contract to be Signed</td>
<td>☑ Only One Purchase Order</td>
</tr>
<tr>
<td>Special conditions of Contract</td>
<td>☑ The prices for the SRF (Goods) and Fee for application of the SRF Shall be separately quoted. The unit of measurement for quoting the service fee for application shall be per sq. feet.</td>
</tr>
<tr>
<td>Conditions for Release of Payment</td>
<td>☑ Meeting requirements and specification as well as conditions of RFQ included in Annex 1 ☑ Written Acceptance of the SRF based on full compliance with RFQ requirements</td>
</tr>
<tr>
<td>Annexes to this RFQ</td>
<td>☑ Specifications/Conditions of RFQ (Annex 1) ☑ Form for Submission of Quotation (Annex 2) ☑ General Terms and Conditions / Special Conditions for Goods (Annex 3); ☑ UNDP Suppliers Code of Conduct (Annex 4)</td>
</tr>
<tr>
<td>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</td>
<td></td>
</tr>
<tr>
<td>Contact Person for Inquiries (Written inquiries only)</td>
<td>Bidders requesting clarification of any of the items, technical requirements, or conditions stipulated in this RFQ shall communicate in writing with UNDP office at <a href="mailto:husameldin.mohamed@undp.org">husameldin.mohamed@undp.org</a>. Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</td>
</tr>
</tbody>
</table>
Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP’s re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP’s own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP’s vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: http://www.un.org/procurement/protest.shtml.

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,

Hari Kafle
Head of Procurement
Technical Specifications

And Conditions of (RFQ/KRT/14/009)

A. Window Shatter Resistant Security Films (SRF) Specification

General Performance and Technical Specifications:

1. Performance Specifications:
   - Provides up to 32 times more resistant against tearing than other safety films of the same thickness;
   - Provides enhanced security to the Glass ensuring reduction of the breakages of the glass during blast or shelling or earthquake or any other kind of explosion;
   - Protection against injuries to persons or damage to items caused by fragments of broken glass;
   - Abrasion resistant coating to maintain its appearance;
   - Resists smash and grab burglaries

2. Technical Specification:
   - Thickness: SRF comes in a variety of thickness. The unit of measure is commonly referred to as ‘mils’, or 1/1,000 of an inch. One ‘mil’ equals approximately 0.025 mm. The thicker the SRF, the stronger the film. Most SRF is of the range 2 – 6 ‘mils’ (0.05 – 0.15 mm). For the purposes of the UNDP Country Office we are seeking .15 mm.
   - Transparency/Opaqueness: As per the industry standard for 0.15mm film. The primary purpose of this film is to militate against blast, not for optical properties.

B. Conditions of the RFQ and Generic Information:

1. Background/Project Description:

   UNDP Sudan is looking for a qualified firm or individual to supply and install the Shatter Resistant Film to its Main Building located in Gama’s Avenue Block #5, Khartoum Sudan. In accordance with 2013/2014 Sudan MOSS requirements, all UN Premises must be fitted with shatter resistant film on all glazed materials, including glasses.

2. Objective

   To outfit main UNDP Country Office Building with SFR (Shatter-Resistant Film) in order to bring it in compliance with Sudan MOSS requirement. As well to build partnership with contractor and to use the experience to expand SRF coverage on all UNDP Premises located within Sudan at later stage.
3. **Scope of Work:**
Selected vendor will be conducting the full needs assessment of the UNDP Main Country Office Building located in Gama’s Avenue, Block #5, House 7, Khartoum, Sudan. The task consists of measurements of all glass surfaces that require SRF, supply the SRF in compliance with the specification provided and install/apply them to the Building assigned by UNDP.

4. **Qualification of Successful supplier:**
- The supplier proposed for the assessment shall have the previous experience of making assessment of the building/premises on shatter-resistance film;
- The technical staff also shall have the complete technical knowledge on shatter resistant film’s specification types, application /removal procedures, which shall be demonstrated in their CV;
- Preference will be given to those who have obtained the training from reputable firms or previous proven record of satisfactorily working;
(Please submit the CVs of the technical staff proposed for the installation/application of the SRF)

5. **Scope of Bid Price and Schedule of Payment:**
The Quote for SRF and SRF application fee must be quoted separately but enclosed in the same envelope. Rate for both shall be based on per sq. meter.

The payment will be made 100% upon complete delivery of goods and Service and upon satisfactory application of the SRF and clearance/ certification of the quality of application by UNDP Field Security Specialist that the works have been completed satisfactorily to the expected quality standard.

6. **Recommended Presentation of Proposal/ Offer:**
The interested supplier shall furnish the proposal in line with the requirement stipulated in the RFQ of which this condition is part of.

<table>
<thead>
<tr>
<th></th>
<th>No. Of Windows</th>
<th>Dimention of Window (m)</th>
<th>Area of Window (m²)</th>
<th>Total Area Of Windows (m²)</th>
<th>No. Of Doors</th>
<th>Dimention of Door (m)</th>
<th>Area of Door (m²)</th>
<th>Total Area Of Doors (m²)</th>
<th>No. Of Partitions</th>
<th>Area Of Partition (m²)</th>
<th>Total Area Of Partitions (m²)</th>
</tr>
</thead>
<tbody>
<tr>
<td>G.Flour</td>
<td>22</td>
<td>1.5 * 0.75</td>
<td>1.125</td>
<td>24.75</td>
<td>3</td>
<td>1.5 * 2.4</td>
<td>3.6</td>
<td>10.8</td>
<td>1</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>1st Flour</td>
<td>24</td>
<td>1.5 * 0.75</td>
<td>1.125</td>
<td>27</td>
<td>2</td>
<td>1.5 * 2.4</td>
<td>3.6</td>
<td>7.2</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2nd Flour</td>
<td>24</td>
<td>1.5 * 0.75</td>
<td>1.125</td>
<td>27</td>
<td>1</td>
<td>1.5 * 2.4</td>
<td>3.6</td>
<td>3.6</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3rd Flour</td>
<td>24</td>
<td>1.5 * 0.75</td>
<td>1.125</td>
<td>27</td>
<td>1</td>
<td>1.5 * 2.4</td>
<td>3.6</td>
<td>3.6</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>stair windows</td>
<td>8</td>
<td>1 * 0.5</td>
<td>0.5</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>102</td>
<td></td>
<td></td>
<td>109.75</td>
<td>7</td>
<td>25.2</td>
<td>1</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total estimated area in Square meter = 145 Square meter

In case, the supplier is interested to take the site visit, please contact: Husameldin Mustafa at 0912312030 between 9:00 am and 4:00 pm (Saturday to Thursday) at least 3 days prior to the deadline for submission of Quotation

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**RFQ/KRT/14/009**
FORM FOR SUBMITTING SUPPLIER’S QUOTATION

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. RFQ/KRT/14/009:

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description/Specification of Goods</th>
<th>QTY in Sq. Meter</th>
<th>Rate Per Sq. Meter (SDG)/ or *US Dollars</th>
<th>Total Cost (SDG)/ or US Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply and delivery of Shatter Resistant Film (SRF) material (145 Square meter)</td>
<td>145</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Installation/Application of SRF (145 Square meter)</td>
<td>145</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add : Other Charges (pls. specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Final and All-Inclusive Price Quotation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>Validity of Quotation (60 days Required)</td>
<td>Yes, we will comply</td>
</tr>
<tr>
<td>Accept to deliver one order or more within validity of the offer</td>
<td></td>
</tr>
<tr>
<td>After sale services</td>
<td></td>
</tr>
<tr>
<td>Provision of warrantee of 12 months</td>
<td></td>
</tr>
<tr>
<td>All Provisions of the UNDP General Terms and Conditions</td>
<td></td>
</tr>
</tbody>
</table>

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

Name of Bidder: __________________________________________________________
Authorized signature: _________________________________________________
Authorized signatory: ________________________________________________
Functional Title: _____________________________________________________
Email: ________________________________________________________________
Phone: _______________________________________________________________
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 affect 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 fulfill 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(s), 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.
UNDP SUPPLIER CODE OF CONDUCT

**UN Charter:** The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as the overarching goals that suppliers to the UNDP are expected to achieve.

**International Labor Organization (ILO) Core Labor Conventions:** The Labour Conventions as established by the tripartite UN affiliated agency, the ILO, have served as the foundation on which much of this Code of Conduct is based. It is the UNDP’s expectation that any supplier providing products or services to the UNDP, will adhere to the spirit of its Charter, and the core principles of the ILO Conventions. The full text of the ILO Conventions can be accessed by accessing the ILO electronic database [www.ilo.org/iloex/english/convdisp2.htm](http://www.ilo.org/iloex/english/convdisp2.htm).

**Continuous Improvement:** The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UNDP. It is the expectation of the UNDP that suppliers adhere to all laws, rules and regulations, and strive to exceed both international and industry best practices. The UNDP recognizes that reaching the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions.

**Monitoring and Evaluation:** The UNDP may conduct on-site evaluations and inspections of its supplier's facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of the UNDP that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UNDP may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with the UNDP. Notwithstanding the aspirational character of the principles contained in this Code of Conduct, UNDP Suppliers must understand that if they are awarded a contract with the United Nations Development Programme, the United Nations Development Programme General Conditions of Contract are an essential part of UNDP contracts and, therefore, legally enforceable against UNDP contractors.

1. **Supplier Relationships:** The provisions of this Code of Conduct set forth the expectations of all suppliers with whom the UNDP does business. The UNDP expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. The UNDP expects that suppliers ensure that this Code of Conduct is communicated to the employees and subcontractors of all suppliers, and that it is done in the local language and in a manner that is understood by all.

2. **Promoting the Principles of this Code of Conduct:** The UNDP expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

3. **Subcontracting:** The UNDP expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

**Labour:**

4. **Freedom of Association and Collective Bargaining:** The UNDP expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core ILO conventions *Freedom of Association and Protection of the Right to Organise Convention, (C 87, 1948) and Right to Organise and Collective Bargaining Convention, (C.98-1949).* The UN recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of
workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference, or reprisal.

5. **Forced Labor**: The UNDP expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with ILO conventions pertaining to forced labor; *Forced Labour Convention, (c.29-1930)* and *Abolition of Forced Labour Convention, (C.105-1957)*. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification; passports or work permits as a condition of employment.

6. **Child Labor**: The UNDP expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, *the ILO Minimum Age Convention (C.138-1973)*, or *the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182-1999)*. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child’s education or that may be harmful to the child’s health, physical, mental, social, spiritual, or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

7. **Discrimination**: The UNDP does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status.

   Consistent with the principles espoused in ILO Conventions on Discrimination (Employment and Occupation) Convention (C.111-1958) and Equal Remuneration (Equal Remuneration Convention C.100-1951), the UNDP encourages discrimination regarding access to training, promotion and work

8. **Working Hour**: The UNDP expects its suppliers to comply with all applicable working hour requirements as established by local law and should never exceed 60 hours per week, including overtime except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that work is apportioned to the best advantage of employees.

9. **Compensation**: The UNDP expects its suppliers to comply at a minimum with all wage, hour, and salary laws and regulations, including those pertaining to minimum wages, overtime, piece rates, other elements of compensation and post employment benefits.

**Human Rights**

10. **Human Rights**: The UNDP expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

11. **Harassment; Harsh or Inhumane Treatment**: The UNDP expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use threats, criticism, or abuse, physical or psychological harassment.

   No threat to, or abuse of, harsh or inhumane treatment, coercion or corporal punishment of any kind is tolerated nor is the threat to, or the threat of, any such treatment.

12. **Health and Safety**: The UNDP expects its suppliers to follow all relevant legislation, regulations, and directives in country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems such as the ILO’s Guidelines on Occupational Safety and Health (OCHOS). Where not found, ILO’s websites and manuals set a minimum reasonable access to potable water and sanitary facilities.

13. **Nuisance**: We expect UNDP suppliers to strive not to engage in the sale or manufacture of any chemical or pharmaceutical products utilized in the manufacture of antipersonnel mines.
15. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

16. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

17. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

18. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Bribery & Corruption:
19. Corruption: The UNDP expects UNDP suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

20. Conflict of Interest: UNDP suppliers are expected to disclose to the UNDP any situation that may appear as a conflict of interest, and disclose to the UNDP if any UNDP official or professional under contract with the UNDP may have an interest of any kind in the supplier’s business or any kind of economic ties with the supplier.

21. Gifts and Hospitality: The UNDP has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality. The UNDP will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UNDP expects UNDP suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to a UNDP staff member in order to facilitate the suppliers business with the UNDP.

22. Post-employment restrictions: Post-employment restrictions apply to UNDP former staff members and to staff in service who participated in the procurement process, as well as to UNDP suppliers. For a period of one year following separation from service, former staff members are prohibited from seeking or accepting employment, from a UNDP supplier. Staff members in service must also refrain from accepting any future employment from a UNDP supplier, with whom they have been involved with. In case of violations of these provisions, UNDP Suppliers may be subject to having their registration as a qualified supplier with the United Nations Development Programme barred, suspended or terminated.

We encourage UNDP suppliers to communicate to us any actions taken to improve its business practices and to send us suggestions about how can the UNDP best contribute to the implementation of the principles set out in this Code of Conduct.

Contacts:
Any questions related to this Code of Conduct can be addressed to the Director, Procurement Support Office, UNDP New York.