

**REQUEST FOR QUOTATION (RFQ)
(LTA Hotel)**

NAME & ADDRESS OF FIRM	DATE: May 11, 2017
	REFERENCE: RFQ 010/TLS/2017

Dear Sir / Madam:

We kindly request you to submit your quotation for Fleet Maintenance Service, 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 May 24, 2017 and via (choose appropriate box) ☐ e-mail, ☐ courier mail or ☐ hand delivery to the address below:

United Nations Development Programme
Procurement Unit of UNDP, UN House, Caicoli Street, P.O Box 558 Dili, Timor-Leste
Att. Claudio Providas, Country Director
By e-mail: bids.tp@undp.org

Quotations submitted by email must be limited to a maximum of 4 MB, virus-free and no more than 2 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s: *[check the condition that applies to this RFQ, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	Not applicable
Customs clearance ¹ , if needed, shall be done by:	Not applicable

¹ Must be linked to INCO Terms chosen.

Exact Address/es of Delivery Location/s (identify all, if multiple)	The service will be provided by the selected Vendor at its premises or onsite as detailed in the TOR.
UNDP Preferred Freight Forwarder, if any ²	Not applicable
Distribution of shipping documents (if using freight forwarder)	Not applicable
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input type="checkbox"/> 1 days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input type="checkbox"/> Not Required
Packing Requirements	Not applicable
Mode of Transport	Not applicable
Preferred Currency of Quotation ³	<input type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation ⁴	<input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	Not applicable
Deadline for the Submission of Quotation	COB, <i>Wednesday, May 24, 2017</i> and 17:00 local time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input type="checkbox"/> English
Documents to be submitted ⁵	<input type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input type="checkbox"/> Latest Business Registration Certificate; <input type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance;

²Depends 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.

⁵ First 2 items in this list are mandatory for the supply of imported goods

	<input type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input type="checkbox"/> Others List/brochure of services offered must be provided. <input type="checkbox"/> 90 days
Period of Validity of Quotes starting the Submission Date	<p>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.</p>
Partial Quotes	<input type="checkbox"/> Not permitted
Payment Terms ⁶	<input type="checkbox"/> 100% upon complete performing of services and satisfactory acceptance of the service provided.
Liquidated Damages	Not Applicable
Evaluation Criteria [check as many as applicable]	<input type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁷ <input type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criteria and cannot be deleted regardless of the nature of services required] <input type="checkbox"/> Complete submission of documents required.
UNDP will award to:	<input type="checkbox"/> One or more Supplier under , depending on the following factors: [location and capacity of the workshop]
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement ⁸ (The LTA will be signed, specify the document that will trigger the call-off is Job Order)
Special conditions of Contract	Not Applicable

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 Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

Conditions for Release of Payment	<input type="checkbox"/> Passing Physical Inspection for the service provided. <input type="checkbox"/> Complete Installation of parts as required. <input type="checkbox"/> Passing all Testing [the vehicle <input type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements <input checked="" type="checkbox"/> Others :Submission and certified acceptance of the service provided by the manager of UNDP Requesting Unit
Annexes to this RFQ ⁹	<input checked="" type="checkbox"/> Specifications of the Service Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). 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	<p><i>procurement.staff.tp@undp.org</i></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 to the Proposers.</p>

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.

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/>

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,

Diana Lina Bernardo
Operation Manager
May 11, 2017



Term of Reference (TOR)

The United Nations Development Programme (UNDP) Timor-Leste and UN Agencies of the UN System that present in Timor-Leste are exploring the opportunity to sign an agreement with reputable vendor(s) for provision of vehicle parts and maintenance and repair services to UNDP and UN Agencies vehicles for the period of 1 year with possible extension for another 2 years, subject to satisfactory performance. An estimated annual volume of equipment and maintenance to be provided would be around USD 25,000/year. However, UNDP Timor-Leste does not guarantee a minimum or maximum or similar volumes would be ordered.

The list of vehicles required maintenance are as per the following table:

LIST OF UNDP VEHICLES FOR PARTS AND MAINTENANCE					
No.	Description	Serial Number	Location	Year of Purchase	Plate Number
1	TOYOTA LAND CRUISER 2006	JTECB01J-X01025671	TLS-TRANSP	8/27/2006	002
2	TOYOTA LAND CRUISER	JTEHC05J404045569	TLS-TRANSP	2/26/2007	001
3	VEHICLE MITSUBISHI PAJERO	JMYLNV76W2J000776	TLS-SSRI	7/14/2003	003
4	VEHICLE LAND CRUISER PRADO	JTEBK29J200045561	TLS-UNV	1/29/2009	044
5	TOYOTA LAND CRU. PRADO GX	JTEBK29J700031932	TLS-TRANSP	5/1/2008	010
6	TOYOTA PRADO LJ120R	JTEBK229J100026203	TLS-TRANSP	4/30/2013	UN 01
7	TOYOTA LAND CRUISER PRADO	JTEBK291500024347	TLS-DRM	5/2/2013	021
8	Toyota LandCruiser Prado	JTEBK29J000045655	TLS-TRANSP	4/5/2011	045
9	TOYOTA Land Cruiser 200 Statio	JTMJV03J-904082247	TLS-SB	8/15/2013	022
10	Toyota Land Cruiser Station Wa	JTMHV09J804145702	TLS-SSRI	7/29/2014	007
11	Ford Ranger Double Cab	MNBMLFF50FW283781	TLS-SSRI	10/1/2014	008
12	Ford Ranger Double Cab	MNBMLFF50FW283826	TLS-SSRI	10/1/2014	009
13	LAND CRUISER PRADO	JTEBK29J100045499	TLS-TRANSP/PNTL	1/29/2009	017
14	FORD RANGER	WLTA104028	TLSRSC	1/27/2009	049
15	FORD RANGER	WLTA109280	TLSRSC	1/27/2009	048
16	FORD RANGER	WLTA109283	TLSRSC	1/27/2009	050
17	MITSUBISHI PAJERO	JMYLNV76W5J001758	TLS-SNGDP	12/30/2005	UNCDF 02
18	VEHICLE LANDCRUISER PRADO	JTEBK29300025965	TLS-SNGDP	5/15/2007	UNCDF 05
19	VEHICLE LC PRADO	JTEBK29400025859	TLS-SNGDP	5/15/2007	UNCDF 03
20	TOYOTA LANDCRUISER PRADO	74JTEBK29JX00039555	TLS-SNGDP	8/26/2008	UNCDF 04
21	TOYOTA LANDCRUISER PRADO	74JTEBK29JX00093604	TLS-SNGDP	8/26/2008	UNCDF 01
22	LAND TOYOTA CRUISER PRADO	JTEBK29J900045413	TLS - PDHJ/Governar	1/29/2009	042
23	TOYOTA LAND CRUISER PRADO	JTEBK29J500030200	TLS-JU-PMU	10/31/2007	036
24	LAND CRUISER PRADO	JTEBK29J600045479	TLS-JU-PMU	1/26/2009	029
25	LAND CRUISER PRADO	JTEBK29JX00043749	TLS-JU-PMU	1/26/2009	023
26	LAND CRUISER PRADO	JTEBK29J200045642	TLS-JU-BAU	1/26/2009	018
27	VEHICLE FORD RANGER	MNBBSFE806W521119	TLS-JUSTIC	6/16/2006	009
28	TOYOTA PRADO	JTEBD9FJ70K000966	TLS-JU-PMU	10/5/2009	011
29	PICK UP RANGER	MNBBSFE409W780930	TLS-DRM	12/10/2009	052
30	Ford Ranger Double Cab	MNBUMFF00FW454153	TLS-DARC	7/2/2015	019
31	A Station wagons	MNBLS4D10EW505483	TLS-PNTL	8/17/2015	016
32	A Station wagons	D2539213	TLS-DARC	8/6/2015	012
33	Ford Ranger Double Cab 2.2l XL	MNBUMFF00FW454154	TLS-DARC	7/2/2015	020
34	TOYOTA PRADO	JTEBD9FJ00K000999	TLS-TRANS	7/1/2009	004

A contract will be issued with the selected vendor and subject to satisfactory performance.

1. The contractor shall take full responsibility for any error made through maintenance rendered by him and shall recover at his own cost any loss or damage;
2. Contractor must maintain an adequate inventory of parts for those models of vehicles he/she elects to bid service on, and must have a satisfactory source of supply for such parts as may be needed in the performance of service;
3. The contractor will avail the services of his workshop and give priority to provide UNDP vehicles with necessary repair/maintenance.
4. Vehicle Maintenance will fall into three (3) levels of service:

4.1 **SERVICE LEVEL I** (Service to be performed every 5000 Kilometers service (A))

- 4.1.1 The engine oil to be drained from the crankcase and replaced with a quality energy conserving caterpillar engine oil. Price to be based for labour only. The cost of motor oil be added to the invoice against separate supplier's one gallon for 4-cylinder engine and two gallons for 6-cylinder engine). If additional oil is required, it is to be added to the invoice.
- 4.1.2 The tires are to be checked for proper air pressure.
- 4.1.3 A visual inspection for leakage, deterioration, or abnormal wear is to be made on the following components: drive belt(s), radiator and hoses, shock absorbers; exhaust system, and windshield wipers.
- 4.1.4 A check of all fluid levels, including but not limited to radiator, power steering, brakes, transmission and windshield washer. Levels are to be topped off where necessary (Cost of fluids will be added to the invoice as a line item and will be reimbursed against separate purchase invoice).
- 4.1.5 All running and turning lights will be checked and corrected if needed. (Cost of lamps will be added to the invoice as a line item).

During Service Level I, if provisions for lubrication are indicated by Manufacturer, chassis lubrication will be performed. The service will be an additional cost to Service Level I and is shown as a separate cost on the Pricing Schedule.

4.2. **SERVICE LEVEL II** (Service to be performed every 10,000 Kilometers Service B)

- 4.2.1 All items contained in Service Level I.
- 4.2.2 The oil filter is to be replaced with a new one that meets or exceeds the manufacturers recommendations.
- 4.2.2 A "Wheels Off" inspection of all four brakes and components.
- 4.2.3 Tires are to be rotated according to the pattern set forth in the vehicle condition.

During Service Level II and if provisions for wheel bearing lubrication is indicated by manufacturer wheel bearings are to be cleaned, inspected and repacked with quality energy conserving grease.

This service will be an additional cost to Service Level II and is shown on the Pricing Schedule as a separate cost.

4.3 **SERVICE LEVEL III** (Service to be performed at 15,000 Kilometers service (C).

4.3.1 All items contained in Service Level II.

4.3.2 Furnish and replace, wheel bearing grease, transmission and transfer oil. The parts used are to meet or exceed the manufacturer recommendations.

During Service Level III and if recommended by manufacturer and/or if requested, replace fuel filter (every 10,000). This service is an additional cost to Service Level III and is shown as a separate cost on the bid form. Filters must meet or exceed the manufacturer's recommendations.

5. Billing procedures shall be in accordance with the following. Each driver shall receive an invoice, which would clearly identify the preventative maintenance service level, which was completed.

The UNDP Procurement unit shall receive a monthly statement from the vendor. The statement shall identify all preventative maintenance service completed by vehicle number and invoice number.

The statement total must equal the sum of all the invoices attached to the statement.

All invoices will be signed by OM or his/her designee with the work request.

All invoices should display the vehicle number of the vehicle receiving service.

Each invoice should have a unique identification number (not computer generated).

6. At any time, the UNDP Office requesting the service can request that replaced parts be sent at the vendor's expense to the UNDP Procurement unit for inspection.

7. The cost of oil is included in service level I. The price of the oil filter is included in the Service Level II. The cost of grease and transmission & transfer oil are included in service level III. Pricing for each item and the labor rate is shown on the Price Schedule for informational purposes.

If a new vehicle is added to the fleet and requires a filter, of which the cost far exceeds the quoted price, the UNDP procurement unit may allow a price adjustment for that vehicle.

INSTITUTIONAL ARRANGEMENT

A dedicated focal person should be assigned by the successful Contractor/Supplier to coordinate the service to be provided and liaise with UNDP Transport Unit focal point regarding the performance of the service required under the contract/agreement. Each request will be supported by a duly signed Job Order form with UNDP seal/stamp.

QUALIFICATION OF THE SUCCESSFUL SERVICE PROVIDER

1. At least 2 years registered and legally operate in the country with updated license;
2. Has sufficient number of technician or mechanic for the required service (CVs of Team Leader/Focal Point and proposed technician/mechanic must be provided);
3. Knowledge of English and Tetun, Bahasa Indonesia, Portuguese by the Team Leader to coordinate the service with UNDP focal point;
4. Total annual volume of similar service provided (# of vehicles service) and amount (USD) for the past 2 years;
5. Reference from three (3) top clients

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹¹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹²)

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. _____:

PRICING SCHEDULE:

- A. Pricing below includes labor (mandatory to be provided) and spare-parts (not mandatory to be provided)

S/N	DESCRIPTION	Unit cost (USD) S/Parts Indicative/can be reimbursed against separate actual receipt.	Labor Cost (USD)	Time to complete the service (no. days)
1.	SERVICE LEVEL I (Service to be performed every 5,000 Kilometers) service (A)	\$	\$	
A.	The engine oil to be drained from the crankcase and replaced with a quality energy conserving caterpillar motor oil. Price to be based upon one gallon for 4-cylinder engine and two gallons for 6-cylinder engine. If additional oil is required, it is to be added to the invoice as a line item at the unit price quoted on the Price Schedule.			
B.	A visual inspection for leakage, deterioration, or abnormal wear is to be made on the following components: drive belt(s), radiator and hoses, shock absorbers, exhaust system, and windshield wipers.			
D.	A check of all fluid levels, including but not limited to radiator, power steering, brakes, transmission and windshield washer. Levels are to be topped off where necessary (Cost of fluids will be added to the invoice as a line item).			
E.	All running and turning lights will be checked and corrected if needed. (Cost of lamps will be added to the invoice as a line item).			
	(During Service Level I, if provisions for lubrication are indicated by Manufacturer, chassis lubrication will be performed. The service will be an additional cost to Service Level I and is shown as a separate cost on the Pricing Schedule)			
2.	SERVICE LEVEL II (Service to be performed every 10,000 Kilometers) service(B)	\$	\$	
A.	All items contained in Service Level I.			
B.	The oil filter is to be replaced with a new one that meets or exceeds the manufacturers recommendations.			

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

C.	A "Wheels Off" inspection of all four brakes and components.			
D.	Tires are to be rotated according to the pattern set forth in the vehicle based actual condition of vehicle as needed.			
	(During Service Level II and if provisions for wheel bearing lubrication is indicated by manufacturer wheel bearings are to be cleaned, inspected and repacked with quality energy conserving grease. This service will be an additional cost to Service Level II and is shown on the Pricing Schedule as a separate cost)			
3.	SERVICE LEVEL III (Service to be performed at 15,000 Kilometers). Service (C)	\$	\$	
A.	All items contained in Service Level II.			
B.	Furnish and replace, wheel bearing grease, transmission and transfer oil. The parts used are to meet or exceed the manufacturer recommendations.			
	(During Service Level III and if recommended by manufacturer and/or if requested, replace fuel filter (every 10,000). This service is an additional cost to Service Level III and is shown as a separate cost on the bid form. Filters must meet or exceed the manufacturer's recommendations).			

B. The pricing shown below is for informational purposes or in the event additional service is required which falls outside the scope of the service levels shown above. The cost of the actual payment for such parts will be added to the invoice against the separate supplier's invoice.

No.	Show Unit Pricing for Items Below	Toyota/Nisan 4 Cylinder		Toyota/Nisan 6 Cylinder	
		Diesel	Petrol	Diesel	Petrol
1.	Fuel filter	\$	\$	\$	\$
2.	Oil filter	\$	\$	\$	\$
3.	Air filter	\$	\$	\$	\$
4.	Motor oil	\$	\$	\$	\$
5.	Fan belt	\$	\$	\$	\$
6.	A/C belt	\$	\$	\$	\$
7.	Transfer and transmission oil	\$	\$	\$	\$
8.	Timing belt	\$	\$	\$	\$
9.	Battery 12 V 70 Amps	\$	\$	\$	\$
10.	Shock absorber, front	\$	\$	\$	\$
11.	Shock absorber, rear	\$	\$	\$	\$
12.	Brake pads	\$	\$	\$	\$
13.	Brake shoes	\$	\$	\$	\$
14.	Brake fluid	\$	\$	\$	\$
15.	A/C gas	\$	\$	\$	\$
16.	Disc cover	\$	\$	\$	\$
17.	Clutch disc	\$	\$	\$	\$
18.	Engine coolant	\$	\$	\$	\$
19.	Tire with tube 750 X 16, Yokohama or equivalent.	\$	\$	\$	\$
20.	Sub fuel filter	\$	\$	\$	\$
	Others (pls. specify)				

N.B. For parts outside the above indicated model vehicles prices' shall be considered according to the current period's prices that will be settled against separate invoices.

TABLE 1: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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

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

General Terms and Conditions

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.