



REQUEST FOR QUOTATION (RFQ)

Establishing Long Term Agreements for provisioning of Taxi Cab Service and Vehicle Rental service to UN Agencies in Sri Lanka.

UNDP 202-204, Bauddhaloka Mawatha, Colombo -7 Sri Lanka	DATE: February 23, 2018
	REFERENCE: RFQ-JPT-2018-1

Dear Sir / Madam:

We kindly request you to submit your quotation for Establishing Long Term Agreements for provisioning of Taxi Cab Service and Vehicle Rental service to UN Agencies in Sri Lanka 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 **2PM February 9, 2018** and via ☒ *ourier mail* or ☒ *Hand delivery* to the address below:

United Nations Development Programme
202-204, Bauddhaloka Mawatha, Colombo -7 Sri Lanka
Head of Procurement
procurement.lk@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.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned service:

Expected Delivery Schedule	As per the Terms of Reference
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> Local Currency: LKR
Value Added Tax on Price Quotation ²	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	<i>2pm Friday, March 09, 2018 and Sri Lanka Time</i>
All documentations shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ³	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> Others as per TOR
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> permitted
Payment Terms ⁴	<input checked="" type="checkbox"/> Kindly refer the TOR
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁵

¹ 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.

⁵ 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"

UNDP will award to:	<input checked="" type="checkbox"/> Long-Term Agreements ⁹ will be established with multiple service providers.
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Long Term Agreements
Special conditions of Contract	The LTA will be established initially for one-year period and up to a maximum of 3-years subject to satisfactory annual performance appraisals by UN agencies. The LTA(s) shall not guarantee an estimate volume of sales on the part of UN.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods/Services based on full compliance with RFQ requirements <input checked="" type="checkbox"/> Contract for goods and services
Annexes to this RFQ ⁶	<input checked="" type="checkbox"/> Terms of Reference 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) ⁷	Ms. Nilmini Jayatilake Procurement Associate augusta-nilmini.jayatilake@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.

Services 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.

as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁷ 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.

⁹ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

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.

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,

Nilmini Jayatilake
Procurement Associate
February 23, 2018

Terms of Reference

Establishing Long Term Agreements for provisioning of Taxi Cab Service and Vehicle Rental service to UN Agencies in Sri Lanka.

1. Background

The United Nations Development Programme (UNDP) Country Office in Sri Lanka on behalf of the United Nations (UN) agencies in Sri Lanka wishes to facilitate the establishment of Long Term Agreements (LTAs) with qualified Service Providers for provisioning of Call-up Taxi/Cab Service and/or Short Term and Long-Term Vehicle Rental Service for use by UN agencies in Sri Lanka.

The main objective of this exercise is to ensure efficient and cost-effective travel management services to the United Nations in Sri Lanka. The LTA will be established initially for one-year period and up to a maximum of 3-years subject to satisfactory annual performance appraisals by UN agencies. The LTA(s) shall not guarantee an estimate volume of sales on the part of UN. Through a competitive process, vehicle rental services may include but are not limited to providing

- Taxi/ Cab service -On call and Call-up basis
- Short term vehicle rental (Less than 30 days)
- Long term vehicle rental (More than 30 days)

The latest travel statistics show that the amount paid for travel services for the last year by the UN exceeded LKR 7.3 million for Taxi /Cab service and LKR 33 million for Short/ Long term vehicle rental. However, the contract shall not impose a minimum guarantee on sales volumes and is only an indicative travel volume.

2. Scope of Work

The LTA(s) shall be used as an umbrella where it has unit prices for essential activities proposed by the Contractor(s) during the initial tender. The implementation of it will be on an as and when needed basis and the Contractor(s) shall be requested to provide the service in accordance with the initially agreed unit prices valid for a minimum of one year.

3. Requirement of the Service Provider

a. Call up Taxi and Cab service

- I. Service provider to have minimum experience of two Years in provision of vehicle hire service.

- II. Service Provider will assign a contact person experienced in providing passenger transport services to oversee the services provided to the UN and to ensure full compliance with all requirements of the Contract with the UN.
- III. The Service Provider shall employ drivers with good command of conduct and without any adverse legal records (except minor motor vehicle related incidents).
- IV. The Service Provider shall employ drivers with valid driving license issued by the Commissioner of Motor Traffic in Sri Lanka.
- V. Immediate respond to the call up Taxi service with the SMS notification with driver and vehicle details.
- VI. Service Provider shall acknowledge immediately any complaints and disputes which arise and resolve them within ten (10) working days

b. Short Term and Long-Term Rental

- I. Minimum experience of two Years in provision of vehicle Rental service.
- II. Service Provider will assign a Manager experienced in providing passenger transport services to oversee the services provided to the UN and to ensure full compliance with all requirements of the Contract with the UN.
- III. Service Provider shall provide polite, responsive and efficient service at all times to fulfill the respective United Nation agency requirement. As a service objective, telephone calls and emails should be answered promptly and respond within a day to the vehicle rental request.
- IV. Service Provider shall acknowledge immediately any complaints and disputes which arise and resolve them within ten (10) working days.
- V. Service Provider shall provide fuel to the vehicle.
- VI. Contractor shall responsible to carry out all type of vehicle maintenance and repairs in timely manner.
- VII. During the period of operation, UN agency reserves the right to ensure that vehicle carries markings that identify it as a UN agency vehicle. These markings are to be removed when the vehicle is no longer used exclusively.

VII. Vehicle condition and Insurance :

The vehicles provided to UN must be in excellent functional condition and have clocked less than 100,000 kilometers or 5 years old from the date of purchase (which ever come first). The vehicles should be with cooling system and well-maintained. The vehicle provided shall be a registered one for operation with valid revenue license and should have a comprehensive insurance with passenger cover and any other applicable motor insurance policies from a recognized insurance services provider. These documents must always available in the vehicle. The vehicle should be equipped with necessary safety and other motor vehicle requirements not limited to complete toolkit, including but not limited to spare wheel, wheel change kit, battery jumper cable, first aid box, functional seat belt (Front and rear) ect. Vehicle tyres should be in good condition. The vehicle should be clean, inside and outside and free from any unpleasant odor.

VIII. Replacement of vehicle in case of Breakdown:

The vehicle rental company will be responsible to ensure that the vehicles provided to UN are fully maintained and are physically in absolute perfect condition and fit for travelling. However, in an event that a vehicle breakdown, the vehicle rental company will arrange for its immediate replacement without delays within 2 hours in Colombo city limits. In case of remote site/ area, reasonable travel time (not more than 10 hours) will be allowed to the vehicle rental company to send the replacement failure to which may lead to imposition of liquidated damages.

IX. Drivers: The following conditions of engaged drivers with the vehicle must be ensured.

- The service provider shall employ drivers with good command of conduct and without any adverse legal records (except minor motor vehicle related incidents).
- The service provider shall employ drivers; properly trained in the operation and maintenance of the vehicles, sufficient experience with at least 3 years' experience as a driver, with valid driving license issued by the Commissioner of Motor Traffic in Sri Lanka and properly attired during hours of operations and observe at all times basic courtesy to passengers, fellow motorists and road authorities.
- The Service Provider shall employ drivers with good health condition, fit for work without any sort of disabilities to drive a vehicle.
- The Service Provider shall not employ drivers who have worked more than twelve hours. The maximum continuous hours a driver shall work is 12 hours.
- Drivers should have sufficient education to read and write. (Sinhala/Tamil)
- Ability to communicate in English will be an added advantage.
- Familiar with the local routes and traditions/customs/language of area of travel.
- No off days/ holidays will be allowed in case of short term renting. However, this will be subject to approvals before proceeding on leave by the driver. In case while on duty with UN, a driver needs to proceed on leave, the vehicle renting company will provide immediate replacement fulfilling conditions of engaging the driver.

- The vehicle renting company will be responsible for the behavior/ action of the drivers and will be responsible to provide the immediate replacement in case of complaints/misconducts.
- The vehicle renting company must ensure the physical fitness of the driver. The company shall be responsible for the eye sight test of their respective drivers.
- The driver must possess a mobile phone with sufficient credit at all times to ensure communication.
- Maximum age limit is 55 years for drivers of short and long term rented vehicles.
- Short and Long Term rented vehicle driver will be on the disposal of user UN agency.
- It is the responsibility of the vehicle renting company to pay all statutory obligations such as EPF/ETF and any other obligations as stated in the labour act of the Government of Sri Lanka to the Drivers.
- The normal working hours for driver's of Long term rented vehicles are as follows;
Monday – Friday -8am to 5pm s
Saturday – 8am to 1pm
Contractor should be able to provide the service on request outside normal working hours, weekends and holidays.
 - Provide a sufficient allowance for food and lodging for night staying's to the drivers traveling outside and the based location.

X. Travel Allowances and Accommodation:

UN will only provide a night allowance for food and lodging for night staying's to the drivers traveling outside and the based location and UN is not responsible for providing accommodation or boarding and lodging arrangements to any driver at the base duty station. Providing accommodation or boarding and lodging arrangements will be the sole responsibility of the vehicle rental company. The service provider should ensure that driver has proper rest and fit to resume work without any hindrance to the safety of the passengers. The self-arranged accommodation of drivers should be within 3km of the stay of the UN employees. The selected firm shall be responsible for any damages or misuse of vehicle after release of duty from the traveler.

XI. Log Book

Driver must maintain a logbook on daily basis with mileage and location for short and Long term hired vehicles. The daily travel must be signed by UN employee in the log book. These details must be provided to UN agency along with the invoice.

- XII. The vehicle renting company will be responsible to provide all the rented vehicles at the premises of the UN agency wherever and whenever required. The use of rented vehicles will be on disposal of the UN agency.
- XIII. Any damage in shape of accident, theft, snatch or whatsoever will be the responsibility of the renting company. UN or traveler will not be responsible for any damage.

XIV. Security:

The renting company shall be responsible for the security of the driver, vehicle or any other items coming along with the rented vehicle. UN agency will not be responsible for any loss whatsoever due to security risk, negligence of driver or otherwise.

XV. Submission of Invoices:

All original invoices and supporting documentation shall be submitted by the renting company to UN agency contact person monthly. All invoices and supporting documents shall be written in English language.

XVI. Time and Manner of Payment:

Invoices shall be paid within thirty (30) days of the date of their acceptance by UN Agency. UN shall make every effort to accept an original invoice or advise the renting company of its non-acceptance within a reasonable time from receipt. If payment is made by UN agency, VAT and NBT shall be excluded as UN is exempted from such taxes.

XVII. Quality Control for the Services:

The Contractor(s) shall monitor the quality of the services provided to UN agency on a regular and continual basis. These procedures shall include a self-inspection system covering all the services to be performed in the Contract, and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the UN agencies. UN agencies shall be notified of any deficiencies found and corrective action taken.

UN agencies reserve the right to conduct their own quality control surveys to ensure the adequacy of the services.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁸

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁹)

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. _____:

COMPANY DETAILS (Please type all Information) – All Sections are Mandatory

Item	Details		
Legal Name of Company:			
Place of Registration:			
Company's Business Registration:	Registration No.	Date of Registration	No. of Years in Commercial Operation
VAT Registration:	YES/NO. if yes, please provide Registration Number:		
Address Details:	Address (No. Street, town, District): Tel Number: Fax Number: E-mail:		
Type of Business:	Corporate/ (Pvt) Limited	Partnership	Other (specify)
Type of Service Provider (circle)	Regular Taxi/Cab Service	Budget Taxi/Cab Service	Rental
Established services outside of Colombo/Suburbs in other cities/districts in Sri Lanka	Please Indicate City/District		Location
	1).		
	2).		
	3).		

⁸ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Item	Details			
	4).			
	5).			
Any Offered Customer Loyalty Programmes? (please specify details)				
Types of Vehicles Available (please circle)	Sedan Cars/Small Cars	Dual A/C-Luxury Vans-9 seat/12 seat	4x4 Jeeps/Double Cabs	29 /45 seat coach

COMPANY BACKGROUND

In not more than hundred (100) words please give the Company's Background

The Company

CONTACT DETAILS

Primary Contact Person of Company

Name:		Telephone No.:	
Position:		Mobile No.:	
Email Address:		Fax No.:	

Alternative Contact Person

Name:		Telephone No.:	
Position:		Mobile No.:	
Email Address:		Fax No.:	

TYPES OF VEHICLES AVAILABLE IN FLEET *(Air Conditioning is Mandatory)*

4.1a *(Please insert additional lines if necessary)*

No.	Type of Vehicle	Quantity	Brand and Model Available	Country of Manufacture	Year of Manufacture
1).	Sedan Cars				
2).	Small Cars				
3).	Duel A/C Luxury Vans 9 seat				
4).	Duel A/C Luxury Vans 12 seat				
5).	4x4 Jeeps				
6).	4x4 Double Cabs				
7).	20 seat mini coach				
8).	40 seat coach				

4.1b FUEL CATEGORY OF VEHICLES *(Air Conditioning is Mandatory)*

No.	Type of Vehicle	Quantity	Petrol/Diesel	HYBRID
1).	Sedan Cars			
2).	Small Cars			
3).	Duel A/C Luxury Vans 9 seat			
4).	Duel A/C Luxury Vans 12 seat			
5).	4x4 Jeeps			

6).	4x4 Double Cabs			
7).	20 seat mini coach			
8).	40 seat mini coach			

TYPES OF INSURANCE COVER AVAILABLE (Mandatory Section)

No.	Type of Repair	Yes/No
1).	Comprehensive Insurance Cover	
2).	Third party Insurance Cover	
3).	Revenue License	

VALUE ADDED SERVICES OFFERED

No.	Type of Service/Repair	Yes/No
1).	English Speaking Drivers	
2).	Voucher Coupon Books Offered	
3).	24 Hour Services	
4).	Vehicles Clearly Marked with Company/Brand Name and Telephone Numbers	
5).	SMS Message on Dispatch of Vehicle	
6).	Vehicles GPS Tracked	
7).	Digital Taxi Meters in Working Order	
8).	Receipts Issued	
9).	Smoke Free Interior	
10).	Other (Please specify)	

5.0 AUDITED FINANCIAL STATEMENTS (if available)

No.	Financial Year	Yes/No
1).	2015	
2).	2016	
3).	2017(if available)	

6.0 MANAGEMENT STRUCTURE

No.	Types of services offered	Yes/No
1).	Chief Executive Officer	
2).	Managing Director	
3).	Chief Operating Officer	
4).	Director of Operations	
5).	Director of Client Services	
6).	Number of Dispatchers Available	
7).	Shift Managers	
8).	Others (specify)	

6.1 HUMAN RESOURCES (Mandatory Section)

Type of Position	Total Number of Staff	Number of Years with the Company/Organization
Managerial		
Supervisory		
Dispatchers		
Accountant		
Technicians		
Customer Support		
Other - Skilled		

7.0 EXISTING CORPORATE AGREEMENTS WITH CLIENTS

Name of Client	Type of Agreement	Validity

7.1 CLIENT REFERENCES

Names of Top Five Clients	Contact Details
	Address: Name of Contact Person: Contact Numbers:
	Address: Name of Contact Person: Contact Numbers:
	Address: Name of Contact Person: Contact Numbers:
	Address: Name of Contact Person: Contact Numbers:
	Address: Name of Contact Person: Contact Numbers:

8.0 BANKERS DETAILS

Please provide details of company's Primary Bankers

Item	Information
Name of Bank	
Branch	
Address of Bank	
Name of Contact person at Bank	
Bank Contact Numbers	

List of Documents to be attached with the RFQ submission:

- 1). Scanned copy of Business Registration Document (Mandatory)
- 2). VAT registration certificate (if applicable)
- 3). Proof of Membership/trade organization/associations (if applicable)
- 4). Client recommendations/references
- 5) Scanned copies of existing corporate agreements with clients

**Financial Quotation for hiring of A/C vehicles with driver & fuel
(All quoted prices are to be valid from 01 April 2018 to 31 March 2019).**

Vehicle type	Call - up Taxis		Vehicles for Short Term Hiring (Less than 30 days)				
	Price /km for call-up/city travel	Charges for day outs/night outs (for 100kms)	Rental (for 2,000kms)	Rental (for 2,500kms)	Charges for additional km	Driver's over Time per hour	Drivers Night allowance when away from designated duty location
Small cars							
Sedan cars							
Passenger vans - 09 seater							
Passenger vans - 12 seater							
Luxury coaches - 20 seater							
Luxury coachers - 40 seater							
4X4 Double cabs							
4X4 Jeeps							

Vehicles for Long Term Hiring (more than 30days)					
Vehicle type	Monthly Rental (for 2,000kms)	Monthly Rental (for 3,000kms)	Charges for additional km	Driver's over Time per hour	Drivers Night allowance when away from designated duty location
Small cars					
Sedan cars					
Passenger vans - 09 seater					
Passenger vans - 12 seater					
Luxury coaches - 20 seater					
Luxury coachers - 40 seater					
4X4 Double cabs					
4X4 Jeeps					

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

Name of the Supplier's Authorized Person: _____

Designation: _____

Signature: _____

Date: _____

Company Seal: _____

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.