



## REQUEST FOR QUOTATION (RFQ)

### Procurement of Service Provider for the Provision of Resident ICT Support Services to United Nations Agencies in Sri Lanka on Long Term Agreement

	DATE: March 24, 2019
	REFERENCE: RFQ/JPT/2019/17

Dear Sir / Madam:

We kindly request you to submit your quotation for **the Provision of Resident ICT Support Services to United Nations Agencies in Sri Lanka on Long Term Agreement**, 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 Sri Lanka Time April 5, 2019 and via ☒ courier mail or ☒ hand delivery to the address below:

**United Nations Development Programme**  
202-204, Bauddhaloka Mawatha, Colombo 7, Sri Lanka  
Head of Procurement

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 services.

Context of the Requirement	Provision of Resident ICT Support Services to United Nations Agencies in Sri Lanka on Long Term Agreement
Brief Description of the Required Services	United Nations Development Programme (UNDP) in Sri Lanka wishes to call for Request for quotations for the Provision of Resident ICT Support Services to United Nations Agencies in Sri Lanka on Long Term Agreement

Location of work	UNDP, ILO, FAO officers at 202-204, Bauddhaloka Mawatha, Colombo 7
Expected duration of work	02 Years renewable for another 1 year upon satisfactory performance and availability of funding.
Target start date	01st May 2019
Latest completion date	30 <sup>th</sup> April 2021
Names and curriculum vitae of individuals who will be involve in providing the service	<input checked="" type="checkbox"/> Required
Travels Expected	As per the TOR
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Work station/s for of Resident ICT Support Service engineer/s
Preferred Currency of Quotation <sup>1</sup>	<input checked="" type="checkbox"/> Local Currency : LKR
Value Added Tax on Price Quotation <sup>2</sup>	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes and statutory obligations such as EPF/ETF
Deadline for the Submission of Quotation	05 <sup>th</sup> April 2019 2pm Sri Lanka Time
All documentations, including CVs, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted <sup>3</sup>	<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"/> Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; <input checked="" type="checkbox"/> Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc ; <input checked="" type="checkbox"/> Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references ;

<sup>1</sup> 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.

	<input checked="" type="checkbox"/> Certificates and Accreditation – including Quality Certificates, Environmental Sustainability Certificates, etc. ; <input checked="" type="checkbox"/> Any other documents required by the TOR <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 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"/> Not permitted
Payment Terms <sup>4</sup>	The contractor shall be paid on a monthly basis subject to acceptable performance report <ul style="list-style-type: none"> <li>• Payment shall be made in 30 days upon submission of invoice and service performance report</li> <li>• No advance payment shall be made to vendor</li> </ul>
Evaluation Criteria	<input checked="" type="checkbox"/> Administrative responsiveness/Full compliance to requirements and lowest price <sup>5</sup>  <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one service provider
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Long-Term Agreement <sup>6</sup>
Special conditions of Contract	The Contractor is expected to operate the 'Help Desk" from 8.00 a.m. to 6:00 p.m., Monday to Friday, except 10 official UN Holidays

<sup>5</sup> UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term “more superior” as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

<sup>6</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

	<p>and Weekends during the year for UNDP, ILO, FAO — Sri Lanka office. Overtime Will be applicable only for work during 10 official UN Holidays and weekends.</p> <p>It is the responsibility of the contractor 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 on time.</p> <p>Contractor should be able to provide additional overtime and / or manpower as and when needed the services.</p>
Conditions for Release of Payment	The contractor shall be paid on a monthly basis subject to acceptable performance report
Annexes to this RFQ <sup>7</sup>	<p><input checked="" type="checkbox"/> Terms of Reference (Annex 1)</p> <p><input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2 A and B)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).</p> <p><input checked="" type="checkbox"/> List of Official UN holidays for 2019 ( Annex 4)</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	<p>Mr. Athithan Jegatheesan ICT Associate <a href="mailto:athithan.jegatheesan@undp.org">athithan.jegatheesan@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

Services offered shall be reviewed based on completeness and compliance of the quotation with the minimum Terms and conditions described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the 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

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<sup>8</sup> 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.

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](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*  
March 24, 2019

**Terms of Reference for Provisioning of Resident ICT Support Services to United Nations Agencies in Sri Lanka on Long Term Agreement**

**Organizational Context**

Under the overall guidance and supervision of the Representatives and the direct supervision of the Operations Managers the ICT consulting Firm will maintain resident ICT support service desks at UNDP, ILO and FAO Sri Lanka Country Offices at 202-204, Bauddhaloka Mawatha, Colombo 7 and other UN agencies as and when requested in accordance with agency global ICT policies. The consulting firm will provide technical support requirements of each agency.

The ICT Consulting Firm shall identify 03 Consultants competent in the technical aspects of LAN/WAN and communication systems (daily support, training, implementation) to provide resident ICT support service. Resident ICT support service includes both corporate and user area specific technology environments. The ICT Consulting firm will be responsible for the review and advice on the use of new technologies that will enhance the assigned ICT units' productivity of UNDP, ILO and FAO Sri Lanka.

**Purpose**

The Consulting firm will provide one ICT Staff each for resident ICT support service at UNDP, ILO and FAO from 8.00 a.m. to 6:00 p.m., Monday to Friday, except 10 official UN Holidays and Weekends during the year and additional overtime and / or manpower when needed. Overtime will be applicable only for work during 10 official UN Holidays and weekends. The staff will consist of ICT engineers with good communication and technical skills, coupled with industry certification and substantive experiences in providing first line support in installation, configuration and troubleshooting and maintenance.

**1. Main Responsibilities of the Service Provider**

1.1 The contractor will maintain "Resident Help Desks" at UNDP, ILO, FAO Sri Lanka Country offices and provide the following services:

Diagnostics, problem resolving, logging problems and follow-up with vendors related to following items

- Network related problems including N/W cards, Cabling and Switches, Wireless Networks.
- PC System Software Installation, service pack updates and configuration (Windows 10/ iOS)
- PC application software installation and configuration
- Virus detection, signature updates, virus removal
- UPS/UPS Circuit / Power Related Issues
- Printing Related Issues

#### 1.2 Intranet Access / Enterprise Resource Planning Related Issues

- Intranet and Global ERP Access problems resolving

#### 1.3 Simple System Administration:

- Systems backup of PC (Windows 10, Email etc)
- Office 365 Related Issues
- Configuration of print servers and other network devices
- High-end multifunction printer handling
- Outlook and Network drive configurations
- Software/Hardware Installation
- System optimization

#### 1.4 Routine Preventive Maintenance of:

- Printers
- Any other Network Services

#### 1.5 Setting up Audio Video conferences

- Audio Conference
- Skype / Skype for Business
- Any other Communication setups

1.6 Maintain PC Inventory/configuration sheets and vendor records / and prepare ICT helpdesk daily basis job tracking sheet for cost recovery

#### 1.7 Maintain software Driver CDs, Driver updates etc

1.8 Back-stopping Internal ICT staff and attending to other tasks assigned by ICT Manager.

1.9 Providing basic User support for Commercial and Corporate applications in case of a problem. (Training of users is not expected)

1.10 Assisting selected staff in uploading materials for office Intranet and office website.

1.10.1 Assisting staff to scan and upload the document to Intranet

1.10.2 Coordinating Helpdesk arrangements including training of backup engineers, making arrangements for backstopping

## **2. Conditions of Work: Normal Working Hours and Additional services**

The Contractor is expected to operate the Resident ICT Support Services Desk from 8.00 a.m. to 6:00 p.m., Monday to Friday, except 10 official UN Holidays and Weekends during the year for UNDP, ILO, FAO — Sri Lanka offices.

Overtime Will be applicable only for work during 10 official UN Holidays and weekends. Official UN holidays for 2019 is attached as Annex 4

The Service Provider is entitled to provide leave according to the Shop and Office Act. Any leave taken will be subject to obtaining prior approval from the client. The Service Provider will not be entitled to carry forward their earned leave year over year. Overtime shall be calculated on 1.5 x the hourly rate.

It is the responsibility of the contractor 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 on time.

Contractor should be able to provide additional overtime and / or manpower as and when needed the services.

## **3. Active participation During Transition Periods**

UN-Colombo offices regularly implements new hardware/ system software/ corporate software changes to enhance the ICT infrastructure and the service provider is expected to be actively involved in such activities by providing additional services both in terms of man power as well as providing required support beyond normal working hours. The frequency of such activities will be very few and will be communicated to the service provider in advance.



#### **4. Requirement for the firm**

- Legally registered organization with requisite professional experience and knowledge of Network technologies including Microsoft Windows, corporate ICT security and viral protection systems, ERP, PC/LAN operating systems and VoIP telecommunications.
- Knowledge of Ability to perform a variety of standard specialized and non-specialized tasks and work processes that are fully documented, researched, recorded and reported.
- Ability to review a variety of data, identify and adjust discrepancies, identify and resolve IT operational problems.
- Ability to manage work of a confidential nature and handle large volumes of work.
- Should possess experience of client support, such as, a Help Desk or User Support Unit for minimum of 5 years.
- Willingness to take ownership of issue analysis and resolution efforts and committing to “doing what it takes” to resolve technical issues regardless of effort or time required.
- The firm must have IT support personnel with the following qualifications.

#### **5. Qualification of the IT help desk engineers.**

- a) An advanced Diploma in Information Technology or Computer Sciences, Engineering or any other related fields.
- b) At least 5 years’ experience in trouble shooting, networking, hardware and software maintenance.
- c) Hands on experience in trouble shooting, networking, basic programming and relevant software applications.
- d) Previous working experience in UN is an asset.
- e) Good command of English, both written and spoken.
- f) Able to work under challenging circumstances with minimum supervision.

#### **6. Time frame and Location**

- Total duration of the contract is 2 years renewable for another 1 year upon satisfactory performance and availability of funding.

- The main service stations shall be at 202-204, Bauddhaloka Mawatha, Colombo 7, Sri Lanka. Occasionally, support service may be required in Field offices within Sri Lanka.

## **7.Communication and reporting obligations**

The contractor shall;

- Provide UNDP, ILO and FAO with quarterly Activity report at the end of every quarter. The report may cover such aspects like progress made in provision of services, identification of unforeseen areas of concern, delays in provision of the services, causes of such delays and proposed measures to correct the causes.
- Be responsible for any damages done to equipment as a result of the service provider's negligence.

## **8. Terms of Payment**

- The contractor shall be paid monthly subject to acceptable performance report.
- Payment shall be made in 30 days upon submission of invoice and service performance report.
- No advance payment shall be made to vendor.

## FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>9</sup>

**(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>10</sup>)**

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 Terms of Reference and requirements of UNDP as per RFQ Reference No. RFQ/JPT/2019/17:

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

Item	Details		
Legal Name of Company:			
Place of Registration:			
Company's Business Registration:	<b>Registration No.</b>	<b>Date of Registration</b>	<b>No. of Years in Commercial Operation</b>
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:	<b>Corporate/ (Pvt) Limited</b>	<b>Partnership</b>	<b>Other (specify)</b>

<sup>9</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>10</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

## COMPANY BACKGROUND / PROFILE

Please attach separately.

## 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.:	

### AUDITED FINANCIAL STATEMENTS (please attach)

No.	Financial Year	Available Yes/No
1).	2015	
2).	2016	
3).	2017	

### 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).	Shift Managers	
7).	Others (specify)	

**HUMAN RESOURCES (Mandatory Section)**

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

**EXISTING CORPORATE AGREEMENTS WITH CLIENTS**

Name of Client	Type of Agreement	Validity

**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:

## 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 Mandatory Documents to be attached with the RFQ submission:

- 1) Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;
- 2) Scan copy of the latest Business Registration Certificate;
- 3) ). VAT registration certificate (if applicable)
- 4) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- 5) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc ;
- 6) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references ;
- 7) Certificates and Accreditation – including Quality Certificates, Environmental Sustainability Certificates, etc. ;
- 8) CVs of three proposed ICT engineers for the resident ICT Support Services
- 9) Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>11</sup>****(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>12</sup>)**

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 Terms of Reference and requirements of UNDP as per RFQ Reference No. ....

**FINANCIAL PROPOSAL**

S/NO	CATEGORY	AMOUNT IN LKR
1	Monthly Salary for the resident ICT Support Service engineer	
2	EPF (Employer Contribution)	
3	ETF	
4	Other statutory payables (please specify)	
5	Agency Commission	
8	Any other costs (please specify)	
	<b>Total cost for a resident ICT Support Service engineer</b>	
	Rate for additional ICT support service engineer per day	

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]*

<sup>12</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

## **General Terms and Conditions**

### **1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

### **2. PAYMENT**

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### **3. TAX EXEMPTION**

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### **4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### **5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

### **6. FITNESS OF GOODS/PACKAGING**



The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## **7. INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

## **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

## **11. ASSIGNMENT AND INSOLVENCY**

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

## **13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

#### **14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

#### **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

#### **16. SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

**16.2 Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18. SEXUAL EXPLOITATION:**

**18.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and

abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**19.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**20. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

**Annex 4****HOLIDAYS FOR UN OFFICE, SRI LANKA - 2019**

<i>Month</i>	<i>Date</i>	<i>Day</i>	<i>Event</i>
January	15	Tuesday	Tamil Thai Pongal Day
February	04	Monday	National Day
April	12	Friday	In lieu of Sinhala & Tamil New Year
April	15	Monday	Day following Sinhala & Tamil New Year
April	19	Friday	Good Friday
May	20	Monday	In lieu of Vesak Full Moon Poya Day
June	05	Wednesday	Id-Ul-Fitr (Ramazan Festival Day)
August	12	Monday	Id-Ul-Alha (Hadji Festival Day)
October	28	Monday	In lieu of Deepavali Festival Day
December	25	Wednesday	Christmas Day