



**RE-ADVERTISEMENT
REQUEST FOR QUOTATION (RFQ)**

Procurement of Service Provider for the Provision of Common Messenger Services to United Nations Agencies in Sri Lanka on Long Term Agreement

	DATE: May 16, 2019
	REFERENCE: RFQ/CSA/2019/16

Dear Sir / Madam:

We kindly request you to submit your quotation for **the Provision of Common Messenger 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 May 24, 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 Common Messenger 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 Common Messenger Services to United Nations Agencies in Sri Lanka on Long Term Agreement.

Location of work	202-204, Bauddhaloka Mawatha, Colombo 7
Expected duration of work	01 Years renewable for another 2 years upon satisfactory performance and availability of funding.
Target start date	03rd June 2019
Latest completion date	02 nd June 2020
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)	Common Rest room
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 inclusive of VAT and other applicable indirect taxes and statutory obligations such as EPF/ETF ect.
Deadline for the Submission of Quotation	24 th May 2019 2pm Sri Lanka Time
All documentations, including CVs, 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"/> Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; <input checked="" type="checkbox"/> CVs of the proposed messengers; <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 ; <input checked="" type="checkbox"/> Any other documents required by the TOR

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.

	<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 ⁴	The contractor shall be paid on a monthly basis subject to acceptable performance report <ul style="list-style-type: none"> • Payment shall be made in 30 days upon submission of invoice and service performance report • No advance payment shall be made to vendor
Evaluation Criteria	<input checked="" type="checkbox"/> Administrative responsiveness/Full compliance to requirements and lowest price ⁵ <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 ⁶
Special conditions of Contract	The Contractor is expected to operate the messenger service from 8.30 a.m. to 5:00 p.m., Monday to Friday, except 10 official UN Holidays and Weekends during the year. Overtime Will be applicable only for work during 10 official UN Holidays and weekends.

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

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

	<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 ⁷	<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) ⁸	<p>Mr. Shevandra Wijemanne OMT Associate <i>shevandra.wijemanne@one.un.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>

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 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,

⁸ 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.

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
May 16, 2019

Terms of Reference for Common Messenger Services to United Nations Agencies in Sri Lanka on Long Term Agreement

Organizational Context

The Agencies of the United Nations are situated in several locations in the city of Colombo. Many agencies used their designated drivers to deliver correspondence and other material to mostly the same locations, namely, the Ministry of Foreign Affairs, line-ministries, Diplomatic missions, international organizations based in Colombo, local non-governmental organizations and other partners. Therefore, the United Nations Operational Management Team in Sri Lanka, recommended integrating existing messenger services in connection with the Sri Lanka Business Operations Strategy for 2018 – 2022.

Purpose

The service provider company will provide messengers to execute the below mentioned tasks and duties in keeping with relevant procedures according to existing guidelines of UNDP (or any other agency which hires) and the United Nations. The Service provider shall function under the overall supervision of the Common Services Affairs (CSA) Committee, and the direct supervision of the Common Premises Manager.

1. Main Responsibilities of the Service Provider

1.1 The service provider will station messenger service at UN Compound -202-204, Bauddhaloka Mawatha Colombo 7 and provide the following services

- On-time delivery of correspondences of UN agencies within the Greater Colombo Area (all areas covering Colombo 1 -15, the Dehiwala-Mount Lavinia

Municipal Council, and Sri Jayewardenepura Municipal Council), as and when required using three-wheeler transport mode.

- The service provider should provide messengers with three wheelers which shall be fully insured by the service provider.
- Monthly mileage operation per vehicle is 1,500KM. Monitoring mechanism will be put in place in collaboration with Supervisor to calculate mileage. Mileage beyond monthly allocation shall be reimbursed in prorated manner.
- Necessary fuel and maintenance, insurance of the vehicle shall be the responsibility of the service provider.
- Deliveries shall regularly commence at 10.00am and 2.00pm Monday to Friday, except 10 official UN Holidays from the UN Compound at No: 202-204, Baudhaloka Mawatha, Colombo 7 and covering all subscribed UN agencies.
- Each task assigned to the messenger shall be authorized by the staff member assigning the task by signing against the task on its completion in the designated logbook.
- The designated logbook shall comprise of two segments;
 - Segment 01 of the designated logbook shall include time of sending, full name, contact details, designation and UN Agency, and signature of sender.
 - Segment 02 of the designated logbook shall include time of delivery, full name, contact details, designation and name of Institution, and signature of person accepting delivery.
- It is the responsibility of the service provider to manage the time and volume of deliveries within the specified times above.
- Collect mailbags from Central Mail Exchange/Regional Post Office at 8.30am and deliver to Registries of subscribing UN agencies.
- Deliver mailbags from Registries to Central Mail Exchange/Regional Post Office.
- Deliver/Collect correspondences by hand to/from any other locations (within Greater Colombo Area as instructed by the Common Premises Manager.

- Deliver/Collect correspondences of urgent nature between procurement unit and other Government Institutions such as Ministry of Exterior Affairs, Sri Lanka Customs, Department of Immigration, Diplomatic Missions and any other stated partner organization.
- Attend to Agency Utility cheque payments (CEB / NSWDB / SLT / Dialog / Other payments), wherever applicable.
- VISA Request documents submission and Collection to Ministry of Foreign Affairs
- Passport collection
- US Dollar collection from bank
- Cash deposit to banks
- Shopping to buy office utilities
- Carry out any other related duties assigned by the Common Premises Manager.
- List of Subscribing UN Agencies and the addresses;

UN Compound, No. 202 – 204, Baudhaloka Mawatha, Colombo 07						
1. UNDP	2. FAO	3. ILO	4. UNFPA	5. UN Women	6. UNDSS	7. UNRCO
8. UNODC	9. UNV	10. GEF	11. UN Habitat			
Agencies located outside the Compound						
12. WFP	No. 2, Jawatte Avenue, Colombo 05					
13. IOM	9th Floor, Institute of Bankers of Sri Lanka Building, No. 80A, Elvitigala Mawatha , Colombo 08					
14. UNICEF	No. 3/1, Rajakeeya Mawatha, Colombo 07					
15. WHO	No. 5, Anderson Road, Colombo 05					
16. UNOPS	No. 138/2, Kynsey Road, Colombo 07					
17. UN Habitat	No. 33/9 De Fonseka Place, Colombo 05					
18. UNHCR	No. 97, Rosmead Place, Colombo 07					

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

The service provider is expected to operate the messenger service from 8.30 a.m. to 5:00 p.m., Monday to Friday, except 10 official UN Holidays during the year. Any changes made to the Service Providers working hours must be authorized by the Supervisor. Overtime Will be applicable only for work during 10 official UN Holidays and weekends.

Official UN holidays for 2019 is attached as Annex 4

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.

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

3. Leave and Overtime

Overtime Will be applicable only for work during 10 official UN Holidays and weekends. Overtime shall be calculated on 1.5 x the hourly rate.

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.

4. Requirement for the firm

- Legally registered organisation with requisite professional experience and knowledge of handling messenger service.
- Minimum of 5 years of providing related services.
- Ability to manage work of a confidential nature and handle large volumes of work.

- Ability to provide a suitable uniform
- Service Provider must provide mobile phone to messengers with sufficient credit at all times to ensure uninterrupted communication. UNDP will reimburse LKR 600 per month per messenger to the service provider.
- The firm must have messengers with the following qualifications

5. Qualification of the messengers.

- a) All messengers should possess valid Sri Lankan Driving license for Three Wheelers.
- b) At least 2 years' experience in providing messenger services or related administrative work or services.
- c) Ability to maintain confidentiality and be accountable for delivery items.
- d) Knowledge of Sinhala or/and Tamil .
- e) Basic knowledge of English both written and spoken.
- f) Good communication skills, including inter-personal.
- g) Excellent knowledge of the road network of Colombo and neighboring suburbs.
- h) Previous working experience in UN/ diplomatic service/ international organization is an asset.
- i) Able to work under challenging circumstances with minimum supervision.

6. Time frame and Location

- Total duration of the contract is 1-year renewable for another 2 years upon satisfactory performance and availability of funding.
- The main operation location site shall be at 202-204, Baudhaloka Mawatha, Colombo 7, Sri Lanka.

7. Communication and reporting obligations

The contractor shall;

- Function under the overall supervision of the Common Services Affairs (CSA) Committee, and the direct supervision of the Common Premises Manager.
- Ensure that all messengers employed signs the” NON-DISCLOSURE AGREEMENT FOR UN COMMON MESSENGER” statement prior to deployment.
- 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 on monthly basis 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.
- 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 timely manner.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹⁰)

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/CSA/2019/16:

SERVICE PROVIDER APPLICATION FORM
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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)

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

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

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 INSURANCE COVER AVAILABLE FOR THREE WHEELERS (Mandatory Section)

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

HUMAN RESOURCES (Mandatory Section)

Type of Position	Total Number of Staff	Number of Years with the Company/Organization
Managerial		
Supervisory		
Dispatchers		
Accountant		

EXISTING CORPORATE AGREEMENTS WITH CLIENTS if any

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:

List of Mandatory Documents to be attached with the RFQ submission:

- 1) Duly Accomplished Form as provided in Annex 2 A and B, 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) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references ;
- 6) CVs of three proposed Messengers for Common Messenger Service
- 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 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 Terms of Reference and requirements of UNDP as per RFQ Reference No. (RFQ/CSA/2019/16)

FINANCIAL PROPOSAL

S/NO	CATEGORY	AMOUNT IN LKR
1	Monthly Salary for a messenger	
2	EPF (Employer Contribution)	
3	ETF (Employer Contribution)	
4	Other statutory payables (please specify)	
5	Agency Commission	
6	All-inclusive vehicle cost for 1500KM per month	
7	Payment for mobile phone connection	600.00
8	Any other costs (please specify)	
	Total cost for a messenger service person	
	Rate for additional km	

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]

¹² 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