



REQUEST FOR QUOTATION (RFQ)

Procurement of Service Provider for Cafeteria Service at the UN Café – UN Compound Colombo Sri Lanka on Long Term Agreement

	DATE: November 15, 2019
	REFERENCE: RFQ/CSA/2019/91

Dear Sir / Madam:

We kindly request you to submit your quotation for **Service Provider for Cafeteria Service at the UN Café – UN Compound Colombo 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 November 22, 2019 and via ☒ e-mail ☐ courier 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

Quotations submitted by email must be limited to a maximum of 25MB, virus-free and no more than 02 email transmissions. Kindly ensure the quotation is signed and in the .pdf format, and free from any virus or corrupted files. RFQ reference number (RFQ/CSA/2019/91) should be in the subject line. UNDP will not acknowledge receipts for the submissions by email.

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 Cafeteria Service at UN Café – UN Compound Colombo 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 to select a service provider for the UN Café – UN Compound Colombo Sri Lanka on Long Term Agreement.

Location of work	UN Café ,202-204, Bauddhaloka Mawatha, Colombo 7
Expected duration of work	01 Year renewable for another 2 years upon satisfactory performance.
Target start date	01st December 2019
Latest completion date	30 th November 2021
Names and curriculum vitae of individuals who will be involve in providing the service	<input checked="" type="checkbox"/> Required
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<p>The service provider will not be charged rent or for any utilities (water, electricity etc.) that are used within the Café. These utilities which are provided free of charge should be reflected in the pricing of the food items and it is expected that prices shall be maintained at a reasonable rate. Equipment available at the canteen.</p> <ul style="list-style-type: none"> •2 microwave oven which will also be used by staff members •1 Fridge for use by the service provider •1 hot and 1 cold food cabinet
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	22 nd November 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"/> Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references ; <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"/> 90 days

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.

	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	<p>The Café is meant to be financially self-sustaining, and will be run by an external service provider. The UN will not be paying a management fee to the service provider. The UN will not provide a subsidy to the service provider for managing the Café. Therefore, the service provider will not be charged rent or for any utilities (water, electricity etc.) that are used within the Café. These utilities which are provided free of charge should be reflected in the pricing of the food items and it is expected that prices shall be maintained at a reasonable rate.</p> <p>The Service Provider of the Café shall also be equipped to accommodate cashless payment options. Provision must be made to facilitate payment through Credit/Debit cards regardless of value.</p>
Evaluation Criteria	<p><input checked="" type="checkbox"/> Administrative responsiveness/Full compliance to requirements and lowest price⁵</p> <p><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></p>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one service provider
Type of Contract to be Signed	<p><input checked="" type="checkbox"/> Purchase Order</p> <p><input checked="" type="checkbox"/> Long-Term Agreement⁶</p>
Special conditions of Contract	The Contractor is expected to operate the 'UN Café' from 7.00 a.m. to 5:00 p.m., Monday to Friday, except 10 official UN Holidays .

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

Annexes to this RFQ ⁷	<input checked="" type="checkbox"/> Terms of Reference (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2 A and B) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input checked="" type="checkbox"/> List of Official UN holidays for 2019 (Annex 4) 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) ⁸	Mr. Jayamini Senevirathne Premises Manager <i>jayamini.senevirathne@undp.org</i> 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 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, 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.

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.

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
November 15, 2019

TERMS OF REFERENCE**UN Café – UN Compound Sri Lanka: Background Information for Potential Service Providers****1. Establishment and Purpose of the UN Café**

The UN Café is located within the UN Compound at 202-204, Bauddhaloka Mawatha, Colombo 7.

The aim of establishing a Café is to provide staff with healthy food, at a moderate price together with high-quality service for the modern conference facility at the UN Compound. As food is strongly linked to culture, it will be important to take into account the varied cultural and national backgrounds of UN staff in planning the Catering services. The Cafeteria will be a social gathering area, enabling staff to relax and enjoy each other's company, and to promote a work-life balance.

As the majority of UN staff are Sri Lankan, it is important that local (Sri Lankan) food is served daily.

There is a UN Cafeteria Working Group, which supports the organization of the Cafe. A UN agency nutritionist is also available to provide input to the Cafeteria services.

The Cafeteria is under the supervision of the UN Compound Common Services Team.

2. Staff numbers and Backgrounds

There are approximately 200 UN staff members working in the UN Compound. At least two thirds of the UN staff are from Sri Lanka, although of various cultural backgrounds.

The Conference facility that hosts regular meetings and events which will require basic catering services and will bring additional visitors to the café.

The demand for breakfast and lunches, including coffee/tea and snacks per day will fluctuate depending on the variety provided by the supplier. Staff would also be able to bring their own food to re-heat and eat at the Café.

3. Staff Working Hours

Official UN working hours are 8.00am to 4.00pm, Monday to Friday. Some agencies have flexible working time. The Cafe should provide a full breakfast and lunch from Monday to Friday including snacks and coffee/tea/other drinks etc from 7.00 am to 5.00 pm.

4. Security Issues, and Potential Delivery of Food to Staff and others in the UN Compound

The UN Café is located within the UN Compound, and is secure for UN staff. Staff and visitors from non-UN organizations are allowed to access the UN Café. However, the service provider would be able to take orders from UN staff and others, and to deliver food to them in their offices or meeting rooms. The service provider will be required to furnish details of person assisting in the operation and obtain security access via the Common Services Manager.

5. Some Particular Food Concerns

The majority of staff would be interested in a hot lunch, to include a protein, carbohydrates, and vegetables. A small number of staff are vegetarians.

Staff currently bring food from home, or purchase food in local shops or fast food restaurants (of which there aren't many around the UN Compound). A survey has been completed with UN staff, to get more information about their preferred food services and prices. Results of the survey can be provided on request and include the following:

- Breakfast & Lunch options / Buffet for Lunch
- Healthier food choices –salads, sandwiches etc.
- Wider choice of beverages –juices, tea/coffee, etc.

Hygiene and cleanliness is paramount and must be maintained at all times including in the person providing the service.

In line with UN Compound policy, the whole Canteen (inside and outside) is a no smoking area. Sale of cigarettes and other tobacco products are strictly prohibited.

The use of single-use plastics/polyethene is banned from UN cafeterias, catering and official events at UN premises.

6. Kitchen Equipment and Space

The service provider would need to provide most kitchen equipment. There is limited room for cooking (space for a hot stove) and storing food supplies on-site.

The café is undergoing renovation and it is likely that the changes and open spaces within the café would be popular with staff. The refurbished café has seating capacity of up to 70.

7. Staff Health and Nutrition

The Café may also be used for promoting nutrition and health related promotional activities.

8. Finances and other possible revenue streams

The Café is meant to be financially self-sustaining, and will be run by an external service provider. The UN will not be paying a management fee to the service provider. The UN will not provide a subsidy to the service provider for managing the Café. Therefore, the service provider will not be charged rent or for any utilities (water, electricity etc.) that are used within the Café. These utilities which are provided free of charge should be reflected in the pricing of the food items and it is expected that prices shall be maintained at a reasonable rate.

The Service Provider of the Café shall also be equipped to accommodate cashless payment options. Provision must be made to facilitate payment through Credit/Debit cards regardless of value.

Possible other revenue streams that could be discussed with the service provider include:

- A vending machine
- Delivery of food to UN and other staff offices
- Catering for office meetings, events and workshop

Scope of Services

Item	Generic Description
1	Mandatory services to be provided: Daily provision of breakfast and lunch (Monday to Friday) Juices, Tea, Coffee, Hot Chocolate Fruits and Salads

2	<p>Maintenance of Canteen area and Kitchen</p> <p>The overall maintenance of the Canteen area and kitchen facilities is the sole responsibility of the service provider.</p> <p>Hygiene and cleanliness is paramount and must be maintained at all times including in the person providing the service</p> <ul style="list-style-type: none"> • Service provider must supply equipment and consumables • Clean kitchen and services points in the Café • Empty and clean all waste containers in the Café Area • Clean/tidy the kitchen/service points and Café facilities. <p>UN Common services made available include:</p> <ul style="list-style-type: none"> • 2 microwave oven which will also be used by staff members • 1 Fridge for use by the service provider • 1 hot and 1 cold food cabinet <p>Any additional equipment not clearly specified herein must be provided by the service</p>
3	<p>Reporting</p> <ul style="list-style-type: none"> • Report all issues to the Premises Manager of the UN Compound. • Report monthly to the Premises Manager and Canteen Committee on operations.
4	<p>Special conditions</p> <ul style="list-style-type: none"> • The use of single-use plastics/polyethene is banned from UN cafeterias, catering and official events at UN premises • Sale fruits, vegetables and grocery items without prior permission from Premise Manager is prohibited.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁹

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/2019/91:

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

Item	Details		
Name of Company:			
Address Details:	Address (No. Street, town, District): Tel Number: Fax Number: E-mail:		
Company's Business Registration:	Registration No.	Date of Registration	No. of Years in Commercial Operation

CONTACT DETAILS

Primary Contact Person of Company

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

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

Alternative Contact Person

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

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:

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) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹⁰

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/2019/91

FINANCIAL QUOTATION

Name of the item	Unit	Market Price LKR	Quoted Price LKR
Sri Lankan Breakfast			
String Hoppers (10 nos) with two curries	portion		
Upama	portion		
Coconut Pittu with two curries	portion		
Mani Pittu with two curries	portion		
Vegetable Noodles with two curries	portion		
Bread with curry & Polsambola	portion		
Plain Hopper	each		
Godamba Egg Rotti	each		
Godamba Plain Rotti	each		
Roast Paan	each		
Idly (1-Part) Sambar / Chutney	portion		
Thosa and Sambar / Chutney	portion		
Poori and Potato Curry	portion		
Chappathi and Potato Curry	portion		
Coconut Rotti with Lunumiris	each		
Chickpea / Green Gram / Kawpi	portion		
Boiled Yam / Sweet Potatoes	portion		
Curries			
Boiled Egg	each		
Curry with a piece of Chicken	dish		
Curry with a piece of fish	dish		
Curry with boiled egg	dish		
Pol Sambola	dish		
Sandwiches			
Vegetable sandwiches 2 slices	each		

Chicken sandwiches 2 slices	each		
Egg sandwiches 2 slices	each		
<u>Beverages</u>			
Cup of coffee	cup		
Cup of tea	cup		
Cup of Nescafe Coffee	cup		
Cup of Nescafe with milk	cup		
Cup of Freshly Brewed Coffee	cup		
JUICES			
Passionfruit juice	Glass		
Mango juice	Glass		
Avacado juice	Glass		
Water Melon juice	Glass		
Lime juice	Glass		
Mandarin juice	Glass		
Papaya juice	Glass		
Snacks /Savory			
Vegetable Pattie	each		
Vegetable Rotti	each		
Vegetable Cutlet	each		
Seeni - Sambol Bun	each		
Fish Pattie	each		
Fish Chinese Roll	each		
Fish Bun	each		
Fish Cutlet	each		
Chicken Sausage Bun	each		
Chicken Shawarma	each		
Chicken Samosa	each		
Chicken Chinese Roll	each		
Baked Tuna Patty	each		
Baked Potato Patty	each		
Mini Chicken Pizza	each		
Mini Olive Pizza	each		
Fish Cutlet	each		
Vegie Cutlet	each		

Chicken Puff	each		
Sausage Puff	each		
Chicken Vol Au Vent	each		
Sweet/ Desserts	each		
Chocolate Éclair	each		
Blue Berry Muffin	each		
Butter Cake	piece		
Wattalappan	portion		
Caramel Pudding	portion		
Fruit Salad	portion		
Banana Bread	piece		
Lunch and Curries			
Rice with Vegetable - with 4 curries	packet		
Rice with Chicken and three curries	packet		
Rice with fish and three curries	packet		
Rice with omlet and three curries	packet		
Rice with boiled egg and three curries	packet		
Bread with Dhal curry & Coconut Sambol	Portion		
Boiled Egg	each		
Curry with a piece of Chicken	dish		
Curry with a piece of fish	dish		
Curry with boiled egg	dish		
Pol Sambola	dish		
Rice with Vegetable - with 4 curries	Buffet		
Rice with Chicken and three curries	Buffet		
Rice with fish and three curries	Buffet		
Rice with omlet and three curries	Buffet		
Rice with boiled egg and three curries	Buffet		
Bread with Dhal curry & Coconut Sambol	Buffet		

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

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

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes

expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

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

services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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

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