



REQUEST FOR QUOTATION (RFQ)

Establishing Long Term Agreements for provisioning of Taxi Service to UNDP Solomon Islands.

	DATE: February 18, 2020
	REFERENCE: UNDP-SOI-RFQ-2020-004

Dear Sir / Madam:

We kindly request you to submit your quotation for Establishing Long Term Agreements for provisioning of Taxi Service to UN Agencies in Solomon Islands 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 Friday, February 28, 2020** and via ☒ *courier mail* or ☒ *Hand delivery* to the address below:

Attention: Procurement Unit
United Nations Joint Presence Office
Ground Floor, ANZ Building opposite Marine School
Ranadi, East Honiara

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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

Expected Delivery Schedule	As per the Terms of Reference
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> Local Currency: Solomon Bokolo Dollar (SBD)
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	2pm Friday, February 28, 2020
All documentations shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ³	<ul style="list-style-type: none"> • Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ▪ Company's Business Registration Certificate ▪ Tax registration Certificate and letter from FRICA confirming compliance to annual income declaration ▪ Copy of Permit to operate taxi services ▪ List of major clients during the past three years and at least 3 reference letters from corporate client ▪ Financial offer ▪ Final statement ▪ List of drivers and vehicles proposed with Copies of Driver's License ▪ Copy of comprehensive insurance with passenger cover and any other applicable motor insurance policies from a recognized insurance services provider. ▪ Company's Business License
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 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	<input checked="" type="checkbox"/> Kindly refer to 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.

Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ²
UNDP will award to:	<input checked="" type="checkbox"/> Long-Term Agreements ⁹ will be established with Two service providers. The LTA will be established initially for one-year period and up to a maximum of 3-years subject to satisfactory annual performance appraisals by UN agencies. The LTA(s) shall not guarantee an estimate volume of sales on the part of UN.
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Long Term Agreements
Special conditions of Contract	The LTA will be initially established for one (1) year period, with the option to extend the contract up to 3 years subject to satisfactory performance. The LTA(s) shall not guarantee an estimate volume of sales on the part of UN.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods/Services based on full compliance with RFQ requirements <input checked="" type="checkbox"/> Contract for goods and services
Annexes to this RFQ ⁶	<input checked="" type="checkbox"/> Terms of Reference of the Service Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ⁷	Ms. Crystal Saelea Procurement Assistant crystal.saelea@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

² 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"

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

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

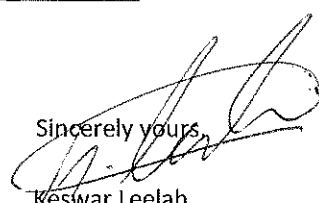
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,


Keswar Leelah

Operations Manager

February 18, 2020

TERMS OF REFERENCE

Establishing Long Term Agreement for provisioning of Taxi Service to UNDP Solomon Islands

1.0 Background

The United Nations Development Programme (UNDP) based in the United Nations Joint Presence Office in Ranadi, Honiara wishes to facilitate the establishment of Long-Term Agreements (LTAs) with qualified Service Providers for provisioning of Call-up Taxi Service in Honiara, Solomon Islands.

2.0 Objective of the Assignment

The proposed contract with the Companies will provide taxi services to UNDP and UN staff, consultants, visitors and meeting participants when required using purchase order or taxi vouchers at the most direct and safest route at a reasonable cost.

The successful Companies will be required to sign a contract with UNDP to provide taxi services specified under this Terms of Reference and agreeing to clearly identified service levels. The contract will be initially for one (1) year, with the option to extend the contract up to a maximum three years subject to satisfactory performance. UNDP may undertake a performance audit on a six (6) monthly basis to ensure that services are provided as per the agreed contract terms and conditions and to address any issues that may arise.

3.0 Scope of Service

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

Following are the scope of services required under this contract:

- i) The contractor is expected to have a fleet of vehicles (cars and at least 1 minibus is highly desirable) to cater for UNDP needs for transportation.
- ii) The services to be provided are on a call basis hence the vehicle and driver must be available for 7 days a week from 8am to 5pm and after hours whenever required by UNDP and other UN Personnel. Vehicles shall be available within 1 hour upon call to service.
- iii) The contractor shall provide vehicles which are/has:
 - Communication devices such as radio transmission services to communicate to their base.
 - Clean inside and outside and free from any unpleasant odor
 - Road worthy and in good condition such as seat belt in working condition, no torn seats, tint windows in compliance with local legislation etc.
 - Equipped with necessary safety items such as fire extinguisher (recharged), seat belts, spare tires, mechanical jack and basic hand tools, tow ropes, and reflective triangle.
 - Registered for operation during the period of this contract
 - Working Air conditioner in all fleets

- iv) The contractor shall provide drivers who:
- Are properly trained in the operation and maintenance of the vehicle
 - Has valid driver's license
 - Are familiar with local routes and destinations
 - Are properly attired during hours of operation
 - Observes at all times basic courtesy to passengers, fellow motorists and road authorities.
- v) The Owner shall be fully responsible for operation of the vehicle and ensure that the Driver operates the vehicle in accordance with applicable law. The Owner shall be fully responsible for payment of salary, overtime and other benefits to its Driver as required by the governing labor laws. UNDP shall not be liable for any action, omission, negligence or misconduct of such Driver, nor for any costs, expenses or claims associated with any illness, injury, death or disability of such Driver performing services in connection with this Contract. UNDP shall have no responsibility vis-à-vis the Driver.
- vi) The Owner shall be fully responsible for any and all maintenance, servicing and repair needs of the vehicle during the term of this Contract, and all costs related thereto, and shall ensure that the vehicle operates properly during the term of this Contract. Except in the case of emergencies, the Owner shall ensure that service and repair does not take place during the hours that UNDP requires the vehicle, or at any other time that will interfere with UNDP purposes for the use of the vehicle.
- vii) During the period of operation, the Driver shall receive instructions solely from UNDP and authorized passenger and travel the most efficient, safe and secure route to any indicated destination, without deviation for personal or other reasons not associated with UNDP and UN personnel interests, and without interruption of the purposes for the trip.
- viii) UNDP reserves the right to inspect the vehicle at all time before accepting to use it under the terms of this Contract. In the event UNDP or UN personnel opts to inspect the vehicle, such inspection shall be carried out in the presence of the Owner or the Owner's designate or the taxi driver. UNDP or any UN personnel may refuse to use the taxi services if the vehicle provided is not in compliance with items 3.0 (iii) above. No fee shall be charged in such cases and the contractor shall provide another vehicle for the planned trip.
- ix) Insurance shall include coverage for all passengers including UNDP, UN personnel and other authorized passengers.
- x) Under no circumstances can driver take more passengers than the authorized capacity of the vehicle during a trip.
- xi) UNDP reserves the right to review the qualifications of the Driver before commencement of service, or at any other time during the term of the Contract. UNDP shall maintain the right to request the change of drivers, if sufficient user complaints warrant such a request.
- xii) UNDP will review proposed vehicles allocated under the the term of the Contract, looking at compliance with above-mentioned requirement and at security issues and may request changes in the vehicle allocated under this contract.

4.0 Reliability Requirements:

The Contractor shall be able to maintain and have sufficient back-up capacity to ensure that replacement vehicles are available at all times in case of unforeseen breakdowns, accidents etc.

The contractor shall supply a list of all drivers and all cars (cars make, model and plate number) that will be allocated under this contract as part of the submission document. In the event that there are changes to the list, a revised list shall be submitted to UNDP.

Drivers must not speak on mobile phones while the vehicle is in motion.

5.0 Security

The contractor shall provide mechanism as a backup support in cases of security situation such as unforeseen breakdowns etc.

UNDSS assessment of the company's security procedures and vehicle/driver's assessment before contract issuance

6.0 Payments

Option 1: UNDP and UN personnel may issue taxi vouchers (3 copies) for short trips and purchase orders for longer trips to secure the services. Invoices/ Statement should be sent to UNDP by the 5th of the following month, including clear copies of vouchers for releasing payment.

Option 2: Taxi vouchers will be used as receipt for payments for services and signed by the taxi driver. The traveler will make payments directly to the taxi driver.

The price of the Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

7.0 Requirements and Qualification

- a. The Service Provider intending to submit a proposal should have at least 2 years of experience in provision the services outlined in the Terms of Reference;
- b. Maintains a good track record in serving clients such as international organizations, embassies and multinational corporations; provide list of corporate clients during the past three years should be provided;
- c. Service Provider will assign a contact person experienced in providing passenger transport services to oversee the services provided to the UNDP and to ensure full compliance with all requirements of the Contract with UNDP;
- d. At least 3 reference letters from major clients/companies/organizations, whom your company/ firm is providing vehicle hire services for the past 2 years;
- e. The Service Provider shall employ drivers with good command of conduct and without any adverse legal records (except minor motor vehicle related incidents);
- f. The Service Provider shall employ drivers with at least 3 years' experience as a driver and with a valid driving license;
- g. Drivers should have relatively good spoken English proficiency.

8.0 Submission Documents

Companies should provide UNDP with copy of the following documents. If there will be new vehicles after the contract has been signed, the Companies should add these respective documents for the new vehicles.

- Company's Business License
- Tax registration Certificate and letter from FRICA confirming compliance to annual income declaration
- Business Registration Certificate
- Copy of Permit to operate taxi
- List of major clients during the past three years and at least 3 reference letters from corporate client
- Financial statements
- Financial offer
- Copy of comprehensive insurance with passenger cover and any other applicable motor insurance policies from a recognized insurance services provider.
- List of drivers and vehicles proposed with Copies of Driver's License

FORM FOR SUBMITTING SUPPLIER'S QUOTATION³

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁴)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. UNDP-SOI-RFQ-2020-004_____:

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 Operati
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)	Partnership	Other (specify)
Type of Service Provider (circle)	Regular Taxi/Cab Service	Budget Taxi/Cab Service	Rental
Types of vehicle available (please circle)	Sedan Cars	Mini Vans-9 seat/15-seater	
At least 3 reference checks	Yes/No		

³ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Capability to speak English	Yes/No
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CONTACT DETAILS

Primary Contact Person of Company

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

Alternative Contact Person

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

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

No.	Type of Vehicle	Quantity	Brand and Model Available	Country of Manufacture	Year of Manufacture
1.	Sedan Cars				
2.	Mini Vans 9/15-seater				

TYPES OF INSURANCE COVER AVAILABLE (Mandatory Section)

No.	Type of	Yes/No
1).	Comprehensive Insurance Cover	

2).	Third party Insurance Cover	
3).	Revenue License	

Price Schedule for Taxi Services –by destination

Sedan Cars:

From	To	Price for one way, SBD	Price for round trip, SBD
United Nations Joint Presence Office (Ranadi)	Henderson airport (both domestic and international airport)		
United Nations Joint Presence Office (Ranadi)	Pacific Casino Hotel		
United Nations Joint Presence Office (Ranadi)	Honiara Hotel		
United Nations Joint Presence Office (Ranadi)	Solomon Kitano Mendana Hotel		
United Nations Joint Presence Office (Ranadi)	Heritage Park Hotel Limited		
United Nations Joint Presence Office (Ranadi)	Coral Sea Resort		
United Nations Joint Presence Office (Ranadi)	King Solomon Hotel		
United Nations Joint Presence Office (Ranadi)	Iron Bottom Sound Monarch Hotel		
United Nations Joint Presence Office (Ranadi)	Main Town Area (From Hot bread kitchen Point Cruz branch to Museum)		
United Nations Joint Presence Office (Ranadi)	Ginger Beach		

Mini Vans 9/15-seater:

From	To	Price for one way, SBD	Price for round trip, SBD
United Nations Joint Presence Office (Ranadi)	Henderson airport (both domestic and international airport)		
United Nations Joint Presence Office (Ranadi)	Pacific Casino Hotel		
United Nations Joint Presence Office (Ranadi)	Honiara Hotel		
United Nations Joint Presence Office (Ranadi)	Solomon Kitano Mendana Hotel		
United Nations Joint Presence Office (Ranadi)	Heritage Park Hotel Limited		

United Nations Joint Presence Office (Ranadi)	Coral Sea Resort		
United Nations Joint Presence Office (Ranadi)	King Solomon Hotel		
United Nations Joint Presence Office (Ranadi)	Iron Bottom Sound Monarch Hotel		
United Nations Joint Presence Office (Ranadi)	Main Town Area (From Hot bread kitchen Point Cruz branch to Museum)		
United Nations Joint Presence Office (Ranadi)	Ginger Beach		

Price Schedule for Taxi Services – Distance by kilometer and waiting time by half hour and hour

Vehicle type	SBD
Sedan Cars (cost per kilometer)	
Mini vans 9/15-seater (cost per kilometer)	
Waiting time (cost per 30 min)	
Waiting time (cost per 1 hour)	

Annex 3

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.