

10131093

**UNITED NATIONS DEVELOPMENT
PROGRAMME**



**Contract for Goods and/or Services
Between United Nations Development Programme and China Six Eleven International Sales**

| | |
|--|---|
| 1. Country Where Goods Will be Delivered and/or Services Will be Provided: Philippines | |
| 2. This Contract is a result of UNDP: RFQ Number and Date: UNDP-PHL-00242(RFQ-084-PHL-2023) / Sept.10, 2023 | |
| 3. Contract Reference (e.g. Contract Award Number): 10131093 (PHL-SC-2023-032) | |
| 4. Long Term Agreement? No | |
| 5. Subject Matter of the Contract: Goods and Services | |
| 6. Summary Description of Goods and/or Services: Supply and Delivery of 1 unit of Brand-New Electric Vehicle for Baguio City | |
| 7. Contract Starting Date: 01-Nov-2023 | 8. Contract Ending Date: 16-Nov-2023 |
| 9. Total Contract Amount: 6,500,000.00 Philippine Peso 9a. Advance Payment: 0 | |
| 10. Total Value of Goods and/or Services: Equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply | |
| 11. Payment Method: Fixed Price | |
| 12. Contractor's Name: China Six Eleven International Sales Address: 2nd Floor IMS Building Simeon De Jesus St. DAVAO CITY REGION XI 8000 Country of incorporation: PHL Email: georgebian0621@yahoo.com | |
| 13. Contractor's Contact Person's Name: George Bian Title: Owner/CEO Address: 2nd Floor IMS Building Simeon De Jesus St. DAVAO CITY REGION XI 8000 Mobile: 09188008988 Email: georgebian0621@yahoo.com | |
| 14. UNDP Contact Person Name: Raisa Neith Salvador Address: 15th Floor North Tower, RBC Sheridan Building, Mandaluyong City Email Adress: raisa.neith.salvador@undp.org | |

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This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

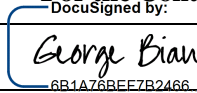
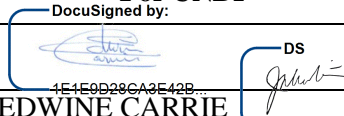
1. This face sheet ("Face Sheet").
2. UNDP Terms and Conditions
3. Payment Schedules
4. Attached document(s) included in this contract and listed below:

| Attachments | | | |
|-------------|---|--------------------------------|---------------------------------|
| Type | File Name or URL | Title | Description |
| File | RFQ-084-PHL-2023_Supply and Delivery of EV for Baguio City Kr.pdf | RFQ-084-PHL-2023_Supply and De | RFQ-084-PHL-2023 – Bid Document |
| File | RFQ.pdf | RFQ.pdf | Bid submission |

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

| For the Contractor | | For UNDP | |
|--------------------|--|------------|--|
| Signature: |  6B1A76BEE7B2466 | Signature: |  1E4E9D28CA3E42B... |
| Name: | GEORGE BIAN | Name: | EDWINE CARRIE |
| Title: | OWNER / CEO | Title: | DEPUTY RESIDENT REPRESENTATIVE |
| Date: | 02-Nov-2023 | Date: | 02-Nov-2023 |

10131093

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PROGRAMME

Payment Schedules

| Deliverable | Due Date | Amount [PHP] |
|--|-------------|--------------|
| 1:1 1 Unit of Brand-New Electric Vehicle for Baguio City 100% payment upon delivery and acceptance of the following: - Vehicle Delivery - Provision of supplier warranties - Operations and maintenance capacity and training and manual - Vehicle inspection of UNDP, DOTr - Service Manual Booklet | 16-Nov-2023 | 6,500,000.00 |

SECTION 1: REQUEST FOR QUOTATION (RFQ)

RFQ-084-PHL-2023: Supply and Delivery of ONE Brand-New Electric Vehicle for Urban Transport Services in Baguio City

UNDP kindly requests your quotation for the provision of goods, works and/or services as detailed in line items section of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This RFQ document generated by the online system;

Section 2: RFQ Instructions and Specific Requirements

Annex 1: Terms of Reference

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

Annex 4: JV/Consortium/Association Form

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted directly in the system responding to the questions and uploading required documents, by the date and time indicated in the online portal. It is your responsibility to ensure that your quotation is submitted before the deadline. Quotations received after the submission deadline outside the online portal, for whatever reason, will not be considered for evaluation.

Quotations must be submitted directly in NextGenERP supplier portal following this link: <http://supplier.quantum.partneragencies.org> using the profile you may have in the portal.

Follow the instructions in the user guide to search for the tender using Negotiation ID in this document.

In case you have never registered before, follow this link to register a profile:

https://estm.fa.em2.oraclecloud.com/fscmUI/faces/PrcPosRegisterSupplier?prcBuld=300000127715297&_adf.ctrl-state=azywmctp_1&_afLoop=6329722925931702&_afWindowMode=0&_afWindowId=null&_afFS=16&_afMT=screen&_afMFW=1042&_afMFH=575&_afMFDW=1280&_afMFDH=720&_afMFC=8&_afMFCI=0&_afMFM=0&_afMFR=144&_afMFG=0&_afMFS=0&_afMFO=0

Do not create a new profile if you already have one. Use the forgotten password feature in case you do not remember the password or the username from previous registration.

Thank you and we look forward to receiving your quotations.

UNDP Procurement Unit



SECTION 2: RFQ GENERAL INSTRUCTIONS

| | |
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| <p>Introduction</p> | <p>Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement</p> <p>Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFQ.</p> <p>UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or cancellation of the tender in the online portal.</p> |
| <p>Deadline for the Submission of Quotation</p> | <p>Deadline is indicated in the online portal.</p> <p>If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/.</p> |
| <p>Method of Submission</p> | <p>Quotations must be submitted as follows: NextGenERP supplier portal following this link: http://supplier.nextgenerp.partneragencies.org/ using the profile you may have in the portal.</p> <p>Follow the instructions in the user guide to search for the tender using Negotiation ID. In case you have never registered before, follow this link to register a profile:</p> <p>https://estm.fa.em2.oraclecloud.com/fscmUI/faces/PrcPosRegisterSupplier?prcBuld=300000127715297&_adf.ctrl-state=azywmctp_1&_afLoop=6329722925931702&_afWindowMode=0&_afWindowId=null&_afFS=16&_afMT=screen&_afMFW=1042&_afMFH=575&_afMFDW=1280&_afMFDH=720&_afMFC=8&_afMFCL=0&_afMFM=0&_afMFR=144&_afMFG=0&_afMFS=0&_afMFO=0</p> <p>Do not create a new profile if you already have one. Use the forgotten password feature in case you do not remember the password or the username from previous registration.</p> <ul style="list-style-type: none"> ▪ File Format: All attachments must be in PDF format unless otherwise instructed by UNDP. ▪ Maximum of 25 Characters for Filename. ▪ File names must be in Latin alphabet/keyboard and clearly indicate the content of the document to facilitated review. ▪ All files must be free of viruses and not corrupted. |

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| Cost of preparation of quotation | UNDP shall not 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. |
| Supplier Code of Conduct, Fraud, Corruption, | <p>All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p> <p>Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> |
| Gifts and Hospitality | Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. |
| Conflict of Interest | <p>UNDP requires every prospective Supplier 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. Bidders shall strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified.</p> <p>Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ.</p> <p>The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p> |
| Currency of Quotation | Quotations shall be quoted in in the currency indicated in the portal. |
| Joint Venture, Consortium or Association | If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted |

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| | <p>with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, Consortium or Association.</p> <p>Refer to Clauses 19 – 24 under Solicitation policy for details on the applicable provisions on Joint Ventures, Consortium or Association.</p> |
| Only one Bid | <p>The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <p>a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</p> <p>b) they have the same legal representative for purposes of this RFQ; or</p> <p>c) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this RFQ process;</p> <p>d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or</p> <p>e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</p> |
| Price variation | <p>No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.</p> |
| Alternative Quotes | <p>If alternative quote is permitted, it may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as "Main Quote" and "Alternative Quote" directly in the portal and in any supporting document as relevant.</p> |
| Contact Person for correspondence, notifications and clarifications | <p>Must be submitted directly in the portal using the messaging functionality.</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> |
| Right not to accept any quotation | <p>UNDP is not bound to accept any quotation, nor award a contract or Purchase Order</p> |
| Right to vary requirement at time of award | <p>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.</p> |
| Publication of Contract Award | <p>UNDP will publish the contract awards valued at USD 100,000 and more on the websites of the CO and the corporate UNDP Web site.</p> |
| Policies and procedures | <p>This RFQ is conducted in accordance with UNDP Programme and Operations Policies and Procedures</p> |
| UNGM registration | <p>Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at www.ungm.org.</p> |

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| | The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award, the Bidder must register on the UNGM prior to contract signature. |
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SECTION 2: RFQ SPECIFIC REQUIREMENTS (INSERTED IN THE SYSTEM)

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| General Conditions of Contract | <p>Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to one of the General Conditions of Contract below as applicable in each case specified in the Requirements section</p> <p>Applicable GTC:</p> <p><input checked="" type="checkbox"/> General Terms and Conditions (Goods and/or Services).</p> <p>Applicable Terms and Conditions and other provisions are available at UNDP/How-we-buy</p> |
| Special Conditions of Contract | <p><input checked="" type="checkbox"/> Others: Percentage of contract price per week of delay: 1% up to a maximum of 4% of the Contract value, after which UNDP may terminate the contract.</p> |
| Eligibility | <p>A vendor who will be engaged by UNDP may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP.</p> <p>It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p> <p>Bidders must meet the following minimum condition to qualify:</p> <ul style="list-style-type: none"> - Business registered with the Securities and Exchange Commission - Minimum of one (1) years of experience in supply and delivery of Electric Vehicles. (EVs) - Bidder – leading entity or the partner (as part of a Joint Venture, Consortium or Association) MUST have a local office and presence in the Philippines. Proposed EV must have an authorized service center in Luzon, Philippines. - Bidder – (or its partner as part of a Joint Venture, Consortium or Association) must provide Certification or Authorization to act as Agent on behalf of the Manufacturer or Authorized Distributor if bidder is not a manufacturer. - Certificate of Compliance issued by the Philippine Department of Transportation (DOTR) for the proposed EV. |
| Duties and taxes | <p>Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in the requirements section.</p> |

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| | <p>All prices must:</p> <p><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes</p> <p><input checked="" type="checkbox"/> be exclusive of VAT and other applicable direct taxes</p> |
| Language of quotation | <p>English</p> <p>Including documentation including catalogues, instructions and operating manuals.</p> |
| Documents to be submitted | <p>Bidders shall include the following documents in their quotation:</p> <p><input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed</p> <p><input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1</p> <p><input checked="" type="checkbox"/> Company Profile.</p> <p><input checked="" type="checkbox"/> Registration Certificate;</p> <p><input checked="" type="checkbox"/> List and value of projects performed for the last 2 years plus client's contact details who may be contacted for further information on those contracts;</p> |
| Quotation validity period | <p>Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation.</p> |
| Payment Terms | <p><input type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.</p> <p><input checked="" type="checkbox"/> Other: Kindly refer to 11. Scope of Price Proposal and Schedule of Payment under the Terms of Reference.</p> |
| Conditions for Release of Payment | <p><input type="checkbox"/> Passing Inspection [specify method, if possible] Complete Installation</p> <p><input type="checkbox"/> Passing all Testing [specify standard, if possible]</p> <p><input type="checkbox"/> Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible]</p> <p><input checked="" type="checkbox"/> Written Acceptance of Goods, Services and Works, based on full compliance with RFQ requirements</p> <p><input checked="" type="checkbox"/> Others: Kindly refer to 11. Scope of Price Proposal and Schedule of Payment under the Terms of Reference.</p> |
| Clarifications | <p>Requests for clarification from bidders will not be accepted any later than 4 days before the submission deadline. Responses to request for clarification will be communicated via Quantum no later than 3 days before bid submission deadline</p> |
| Evaluation method | <p><input checked="" type="checkbox"/> The Contract or Purchase Order will be awarded to the lowest priced substantially compliant offer</p> |
| Evaluation criteria | <p><input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 – Schedule of Requirements</p> <p><input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract</p> <p><input checked="" type="checkbox"/> Comprehensiveness of after-sales services</p> <p><input checked="" type="checkbox"/> Earliest Delivery /shortest lead time</p> <p><input type="checkbox"/> Others Click or tap here to enter text.</p> |
| Type of Contract to be awarded | <p><input checked="" type="checkbox"/> Purchase Order</p> <p><input checked="" type="checkbox"/> Contract Face Sheet (Goods and-or Services)</p> <p><input type="checkbox"/> Contract for Works</p> <p><input type="checkbox"/> Other Type/s of Contract [pls. specify]</p> |

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| Expected date for contract award. | 02 October 2023 |
| Mandatory EV Test Run in Baguio City and DOTR's Signed Certification of EV Passing Test Run for Baguio City routes | <p>Considering the inclines and unique road conditions in Baguio City, all bidders are required to schedule an Electric Vehicle (EV) Test Run that will be conducted in Baguio City from 17–20 September 2023.</p> <p>The objective of the test run is to assess the performance of EVs on three (3) routes in Baguio City;</p> <ol style="list-style-type: none"> 1. Baguio Plaza Irisan Routes (this has 3 sub routes: UP village, Cypress, and Old Dumpsite) 2. Baguio Plaza PEZA route (proposed shuttle routes) 3. Baguio Green routes (tourist routes) <p>Interested bidders must confirm participation by emailing procurement.ph@undp.org with subject: EV Test Run Baguio, <u>not later than 15 September 2023.</u></p> <p>Note that one of the requirements for technical compliance is the submission of Department of Transportation's (DOTr) Signed Certification of EV Passing Test Run for Baguio City routes. Absence of such certification will result in non-compliance of bid.</p> |

ANNEX 1: Schedule of Requirements

Minimum Technical Specifications

The supplier will be responsible for the supply and delivery of ONE brand-new electric vehicle (EV) for delivery to **Baguio City** for use in urban public transport services. The following are the minimum specifications:

| Specifications | |
|---|--|
| With DOTr's Certificate of Compliance | Required |
| With DOTr's Signed Certification of EV passing Test Run In Baguio City routes | Required |
| Philippine National Standards (PNS) Class | Class II |
| With provision for GPS | Yes |
| With provision of Automatic Fare Collection System | Yes |
| With provision for CCTV | Yes |
| Overall dimensions (l x w x h, cm) | At least 600 x 190 x 256 |
| Seating capacity | At least 13 pax seated, 1 driver, 7 standing |
| Battery type and capacity | Lithium ion at least 100 kWh capacity |
| Minimum vehicle range on a single charge, km | At least 100 km |
| Motor requirements, maximum power (at least) kW | 80 kW |
| Maximum speed, km/h | At least 60 km/h |
| Other Inclusions | Charging port compatible to the vehicle either slow or fast-charging |
| Delivery Lead Time | 21 calendar days after issuance of Purchase Order/Contract |
| Delivery address | Baguio City Hall, Baguio City |

Other Delivery Requirements:

The following are also the minimum requirements in the supply and delivery of the brand-new EV(s):

1. Importation of the vehicle

If the vehicles need to be imported, the supplier will be responsible for the cost of logistics for the importation and delivery of the vehicle to the Philippines (which may include but not limited to port charges, storage fees, insurance, wharfage dues and brokerage fees, etc.). The supplier shall assume all risk until the EV arrives at the final destination and is accepted by the UNDP. **If the items are imported, the supplier/bidder should facilitate all importation processes required. UNDP will only provide approval from the Department of Foreign Affairs (DFA) for duty free entry of goods and endorse the same to the Department of Finance (DOF). The Trace number will then be shared with the supplier's broker for follow-up with Department of Finance's approval. Once DOF approves, supplier's broker shall pull out the imported items. UNDP will provide the supplier's broker with a Certificate of Guarantee and Authorization letter addressed to Bureau of Customs (BOC) prior to broker's pull out of goods and delivery and unloading at the destination.**

2. Assistance in electric vehicle registration with LTO, in the name of the selected transport service entity

The transport service entity/end user will be responsible for registering the EVs at the Land Transportation Office Including facilitation and payment of third-Party liability Insurance and other fees.

The supplier will assist the selected transport service entity in the registration of the vehicle for use in public transport services by providing necessary documents such as the original sales invoice, certificate of stock reported and PNP-HPG MV clearance certificate, among other requirements.

3. Comprehensive Insurance

Bidder must also provide comprehensive insurance for one (1) year and include it as part of the price offer.

4. Electric vehicle operations and maintenance capacity training

The supplier will provide a one-time onsite hands-on EV technician training to nominated members of the transport service entity (designated technician/operator) for the operations and maintenance of the vehicle and charger. The basic training should cover proper storage and safekeeping of the vehicle and charger, risks and consequences of vehicle tampering and misuse, supply and service warranties, proper waste and disposal

(due to damages). The basic training should include EV operations, maintenance, repair, and troubleshooting. The supplier will conduct the training at the garage of the transport cooperative upon or after delivery.

These topics will be encapsulated in the operating and maintenance manual with copies to provide to the transport service entity prior to acceptance.

The supplier must provide printed training handouts to training participants and should provide hard copies and e-copy of the user operating and maintenance manual of the vehicle and charger.

5. Supply required warranties

The supplier will supply the required service and product warranties for the vehicle. The supplier will provide at least twelve (12) months of after-sales services for the supply of parts, repairs, and replacements of vehicle components and charger, where the supplier must replace or repair the defective item/s within twenty (20) days upon receipt of request from the selected transport service entity.

6. After-sales service and local service support requirements

The supplier will provide the necessary after-sales and local service support requirements. Vendor should issue a certificate regarding the availability of spare parts for at least 5 years and Product Manual.

7. Delivery requirements

The supplier will provide the necessary packing requirements. The supplier will also be responsible for the delivery of the vehicle to the designated location, which is located in Baguio City, City Hall.

8. Health, safety and regulatory compliance

The supplier work must be compliant with prevailing Philippines' environmental and labor standards and requirements of the NGAs and LGU.

All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>

Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at:

http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti

9. Expected Output and Deliverables

| Deliverables/Outputs | Estimated Days to Complete | Target Due Dates | Review and Approvals Required |
|--|-----------------------------------|-------------------------|---|
| Contract award / supplier's acceptance of purchase order | 1 day | 29 September 2023 | Project Manager, LCT Project |
| Vehicle acceptance <ul style="list-style-type: none"> - Vehicle delivery, - Provision of supplier warranties, - Operations and maintenance capacity training and provision of operations and maintenance manual - Vehicle inspection of UNDP, DOTr | 22 days | 31 October 2023 | Programme Analyst, Climate Action, UNDP |
| TOTAL | 23 days | | |

10. Delivery Lead Time: 30 calendar days after issuance of Purchase Order/Contract

11. Scope of Price Proposal and Schedule of Payment

| Deliverables/Outputs | % Vehicle Amount | Review and Approvals Required |
|-----------------------------|-------------------------|--------------------------------------|
| | | |

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| Vehicle acceptance <ul style="list-style-type: none"> - Vehicle delivery, - Provision of supplier warranties - Operations and maintenance capacity training and manual - Vehicle inspection of UNDP, DOTr - Service Manual Booklet | 100% | LCUT Project Manager/ CAPT Outcome Lead |
| TOTAL | 100% | |

12. Criteria for Selection of the Best Offer

Offers will be evaluated on a Pass or Fail basis.

The lowest financial bid from an “eligible and technically compliant and responsive” bidder will be considered for the award.

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder’s Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

| | | |
|-----------------|----------------------------------|-------------------------------------|
| Name of Bidder: | Click or tap here to enter text. | |
| RFQ reference: | RFQ-084-PHL-2023 | Date: Click or tap to enter a date. |

Company Profile

| Item Description | Detail |
|---|---|
| Legal name of bidder or Lead entity for JVs | Click or tap here to enter text. |
| Legal Address, City, Country | Click or tap here to enter text. |
| Website | Click or tap here to enter text. |
| Year of Registration | Click or tap here to enter text. |
| Legal structure | Choose an item. |
| Are you a UNGM registered vendor? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number |
| Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| <i>yes, provide a Copy of the valid Certificate):</i> | | | | |
|--|---|---|--------------------|--------------------------------|
| Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? <i>(If yes, provide a Copy of the valid Certificate):</i> | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i> | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues <i>(If yes, provide a Copy)</i> | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Is your company a member of the UN Global Compact | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Bank Information | | Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text. IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text. | | |
| Previous relevant experience: 3 contracts | | | | |
| Name of previous contracts | Client & Reference Contact Details including e-mail | Contract Value | Period of activity | Types of activities undertaken |
| | | | | |
| | | | | |
| | | | | |

Bidder's Declaration

| Yes | No | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Requirements and Terms and Conditions: I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them. |
| <input type="checkbox"/> | <input type="checkbox"/> | I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period. |
| <input type="checkbox"/> | <input type="checkbox"/> | Ethics: In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ ;has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer. |
| <input type="checkbox"/> | <input type="checkbox"/> | I/We confirm to undertake not to engage in proscribed practices, , or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct : https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. |
| <input type="checkbox"/> | <input type="checkbox"/> | Conflict of interest: I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact. |
| <input type="checkbox"/> | <input type="checkbox"/> | Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. |
| <input type="checkbox"/> | <input type="checkbox"/> | Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future. |
| <input type="checkbox"/> | <input type="checkbox"/> | Offer Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity. |
| <input type="checkbox"/> | <input type="checkbox"/> | I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused. |
| <input type="checkbox"/> | <input type="checkbox"/> | By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf. |

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.



ANNEX 3: TECHNICAL AND FINANCIAL OFFER - GOODS

Bidders are requested to complete this form, sign it and return it as part of their bid along with Annex 2: Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

| | | |
|-----------------|----------------------------------|-------------------------------------|
| Name of Bidder: | Click or tap here to enter text. | |
| RFQ reference: | RFQ-084-PHL-2023 | Date: Click or tap to enter a date. |

| Currency of the Quotation (PHP or USD): Click or tap here to enter text. | | | | | |
|---|------------------|------|-----|------------|-------------|
| INCOTERMS: Delivered at Place Unloaded (DPU) | | | | | |
| Item No | Description | UOM | Qty | Unit price | Total price |
| 1. | Electric Vehicle | Unit | 1 | | |
| Total Price (VAT Exclusive) | | | | | |
| Delivery Price | | | | | |
| Comprehensive Insurance (1 year) | | | | | |
| Other Charges (specify) | | | | | |
| Total Final and VAT Exclusive Price | | | | | |

Compliance with Requirements

| Refer to the Annex A: Terms of Reference | You Responses | | |
|---|--------------------------|--------------------------|---|
| | Yes, we will comply | No, we cannot comply | If you cannot comply, pls. indicate counter - offer |
| Minimum Technical Specifications and Requirements stated in Annex 1 Schedule of Requirements, including Other Delivery Requirements | <input type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |
| Delivery Term (DPU) | <input type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |
| Delivery Lead Time of no more than 21 calendar days after issuance of Purchase Order | <input type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |
| Warranty and After-Sales Requirements | <input type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |

| | | | |
|---|--------------------------|--------------------------|----------------------------------|
| Validity of Quotation | <input type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |
| Payment terms | <input type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |
| Other requirements: Requirements specified in Annex 1: 1. Importation of the Vehicle 2. Assistance in electric vehicle registration with LTO, in the name of the selected transport service entity 3. 1-year Comprehensive Insurance 4. Electric vehicle operations and maintenance capacity training 5. Supply required warranties. 6. After-sales service and local service support requirements 7. Delivery requirements 8. Health, Safety, and Regulatory Compliance. | <input type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |

Other Information:

| | |
|--|----------------------------------|
| Estimated weight/volume/dimension of the Consignment: | Click or tap here to enter text. |
| Country/ies of Origin: <i>(if export licence required this must be submitted if awarded the contract)</i> | Click or tap here to enter text. |

| | |
|---|--|
| I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted. | |
| <p><i>Exact name and address of company</i></p> <p>Company Name <input type="text"/></p> <p>Address: <input type="text"/></p> <p style="text-align: right;">Click or tap here to enter text.</p> <p style="text-align: right;">Click or tap here to enter text.</p> <p>Phone No.: <input type="text"/></p> <p>Email Address: <input type="text"/></p> | <p>Authorized Signature: _____</p> <p>_____</p> <p>Date: <input type="text"/></p> <p>Name: <input type="text"/></p> <p>Functional Title of Authorised Signatory: <input type="text"/></p> <p>Email Address: <input type="text"/></p> |

ANNEX 4: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

| | | | |
|-----------------|----------------------------------|-------|-------------------------------|
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | Click or tap here to enter text. | | |

To be completed and returned with your bid if the bid is submitted as a Joint Venture/Consortium/Association.

| No | Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address) | Proposed proportion of responsibilities (in %) and type of goods, works and/or services to be performed |
|----|--|---|
| 1 | Click or tap here to enter text. | Click or tap here to enter text. |
| 2 | Click or tap here to enter text. | Click or tap here to enter text. |
| 3 | Click or tap here to enter text. | Click or tap here to enter text. |

| | |
|--|----------------------------------|
| Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution) | Click or tap here to enter text. |
|--|----------------------------------|

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture OR JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to [Click or tap here to enter text](#) for the fulfilment of the provisions of the Contract.

| | |
|------------------|------------------|
| Name of partner: | Name of partner: |
| Signature: | Signature: |
| Date: | Date: |
| | |
| Name of partner: | Name of partner: |
| Signature: | Signature: |
| Date: | Date: |

SECTION 1: REQUEST FOR QUOTATION (RFQ)

RFQ-084-PHL-2023: Supply and Delivery of ONE Brand-New Electric Vehicle for Urban Transport Services in Baguio City

UNDP kindly requests your quotation for the provision of goods, works and/or services as detailed in line items section of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This RFQ document generated by the online system;

Section 2: RFQ Instructions and Specific Requirements

Annex 1: Terms of Reference

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

Annex 4: JV/Consortium/Association Form

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted directly in the system responding to the questions and uploading required documents, by the date and time indicated in the online portal. It is your responsibility to ensure that your quotation is submitted before the deadline. Quotations received after the submission deadline outside the online portal, for whatever reason, will not be considered for evaluation.

Quotations must be submitted directly in NextGenERP supplier portal following this link: <http://supplier.quantum.partneragencies.org> using the profile you may have in the portal.

Follow the instructions in the user guide to search for the tender using Negotiation ID in this document.

In case you have never registered before, follow this link to register a profile:

https://estm.fa.em2.oraclecloud.com/fscmUI/faces/PrcPosRegisterSupplier?prcBuld=300000127715297&_adf.ctrl-state=azywmctp_1&_afLoop=6329722925931702&_afWindowMode=0&_afWindowId=null&_afFS=16&_afMT=screen&_afMFW=1042&_afMFH=575&_afMFDW=1280&_afMFDH=720&_afMFC=8&_afMFCI=0&_afMFM=0&_afMFR=144&_afMFG=0&_afMFS=0&_afMFO=0

Do not create a new profile if you already have one. Use the forgotten password feature in case you do not remember the password or the username from previous registration.

Thank you and we look forward to receiving your quotations.

UNDP Procurement Unit



SECTION 2: RFQ GENERAL INSTRUCTIONS

| | |
|--|---|
| <p>Introduction</p> | <p>Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement</p> <p>Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFQ.</p> <p>UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or cancellation of the tender in the online portal.</p> |
| <p>Deadline for the Submission of Quotation</p> | <p>Deadline is indicated in the online portal.</p> <p>If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/.</p> |
| <p>Method of Submission</p> | <p>Quotations must be submitted as follows: NextGenERP supplier portal following this link: http://supplier.nextgenerp.partneragencies.org/ using the profile you may have in the portal.</p> <p>Follow the instructions in the user guide to search for the tender using Negotiation ID. In case you have never registered before, follow this link to register a profile:</p> <p>https://estm.fa.em2.oraclecloud.com/fscmUI/faces/PrcPosRegisterSupplier?prcBuld=300000127715297&_adf.ctrl-state=azywmctp_1&_afLoop=6329722925931702&_afWindowMode=0&_afWindowId=null&_afFS=16&_afMT=screen&_afMFW=1042&_afMFH=575&_afMFDW=1280&_afMFDH=720&_afMFC=8&_afMFCL=0&_afMFM=0&_afMFR=144&_afMFG=0&_afMFS=0&_afMFO=0</p> <p>Do not create a new profile if you already have one. Use the forgotten password feature in case you do not remember the password or the username from previous registration.</p> <ul style="list-style-type: none"> ▪ File Format: All attachments must be in PDF format unless otherwise instructed by UNDP. ▪ Maximum of 25 Characters for Filename. ▪ File names must be in Latin alphabet/keyboard and clearly indicate the content of the document to facilitated review. ▪ All files must be free of viruses and not corrupted. |

| | |
|---|--|
| Cost of preparation of quotation | UNDP shall not 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. |
| Supplier Code of Conduct, Fraud, Corruption, | <p>All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p> <p>Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> |
| Gifts and Hospitality | Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. |
| Conflict of Interest | <p>UNDP requires every prospective Supplier 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. Bidders shall strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified.</p> <p>Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ.</p> <p>The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p> |
| Currency of Quotation | Quotations shall be quoted in in the currency indicated in the portal. |
| Joint Venture, Consortium or Association | If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted |

| | |
|--|---|
| | <p>with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, Consortium or Association.</p> <p>Refer to Clauses 19 – 24 under Solicitation policy for details on the applicable provisions on Joint Ventures, Consortium or Association.</p> |
| Only one Bid | <p>The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <p>a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</p> <p>b) they have the same legal representative for purposes of this RFQ; or</p> <p>c) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this RFQ process;</p> <p>d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or</p> <p>e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</p> |
| Price variation | <p>No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.</p> |
| Alternative Quotes | <p>If alternative quote is permitted, it may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as "Main Quote" and "Alternative Quote" directly in the portal and in any supporting document as relevant.</p> |
| Contact Person for correspondence, notifications and clarifications | <p>Must be submitted directly in the portal using the messaging functionality.</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> |
| Right not to accept any quotation | <p>UNDP is not bound to accept any quotation, nor award a contract or Purchase Order</p> |
| Right to vary requirement at time of award | <p>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.</p> |
| Publication of Contract Award | <p>UNDP will publish the contract awards valued at USD 100,000 and more on the websites of the CO and the corporate UNDP Web site.</p> |
| Policies and procedures | <p>This RFQ is conducted in accordance with UNDP Programme and Operations Policies and Procedures</p> |
| UNGM registration | <p>Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at www.ungm.org.</p> |

| | |
|--|--|
| | The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award, the Bidder must register on the UNGM prior to contract signature. |
|--|--|

SECTION 2: RFQ SPECIFIC REQUIREMENTS (INSERTED IN THE SYSTEM)

| | |
|---------------------------------------|---|
| General Conditions of Contract | <p>Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to one of the General Conditions of Contract below as applicable in each case specified in the Requirements section</p> <p>Applicable GTC:</p> <p><input checked="" type="checkbox"/> General Terms and Conditions (Goods and/or Services).</p> <p>Applicable Terms and Conditions and other provisions are available at UNDP/How-we-buy</p> |
| Special Conditions of Contract | <p><input checked="" type="checkbox"/> Others: Percentage of contract price per week of delay: 1% up to a maximum of 4% of the Contract value, after which UNDP may terminate the contract.</p> |
| Eligibility | <p>A vendor who will be engaged by UNDP may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP.</p> <p>It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p> <p>Bidders must meet the following minimum condition to qualify:</p> <ul style="list-style-type: none"> - Business registered with the Securities and Exchange Commission - Minimum of one (1) years of experience in supply and delivery of Electric Vehicles. (EVs) - Bidder – leading entity or the partner (as part of a Joint Venture, Consortium or Association) MUST have a local office and presence in the Philippines. Proposed EV must have an authorized service center in Luzon, Philippines. - Bidder – (or its partner as part of a Joint Venture, Consortium or Association) must provide Certification or Authorization to act as Agent on behalf of the Manufacturer or Authorized Distributor if bidder is not a manufacturer. - Certificate of Compliance issued by the Philippine Department of Transportation (DOTR) for the proposed EV. |
| Duties and taxes | <p>Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in the requirements section.</p> |

| | |
|--|---|
| | <p>All prices must:</p> <p><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes</p> <p><input checked="" type="checkbox"/> be exclusive of VAT and other applicable direct taxes</p> |
| Language of quotation | <p>English</p> <p>Including documentation including catalogues, instructions and operating manuals.</p> |
| Documents to be submitted | <p>Bidders shall include the following documents in their quotation:</p> <p><input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed</p> <p><input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1</p> <p><input checked="" type="checkbox"/> Company Profile.</p> <p><input checked="" type="checkbox"/> Registration Certificate;</p> <p><input checked="" type="checkbox"/> List and value of projects performed for the last 2 years plus client's contact details who may be contacted for further information on those contracts;</p> |
| Quotation validity period | <p>Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation.</p> |
| Payment Terms | <p><input type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.</p> <p><input checked="" type="checkbox"/> Other: Kindly refer to 11. Scope of Price Proposal and Schedule of Payment under the Terms of Reference.</p> |
| Conditions for Release of Payment | <p><input type="checkbox"/> Passing Inspection [specify method, if possible] Complete Installation</p> <p><input type="checkbox"/> Passing all Testing [specify standard, if possible]</p> <p><input type="checkbox"/> Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible]</p> <p><input checked="" type="checkbox"/> Written Acceptance of Goods, Services and Works, based on full compliance with RFQ requirements</p> <p><input checked="" type="checkbox"/> Others: Kindly refer to 11. Scope of Price Proposal and Schedule of Payment under the Terms of Reference.</p> |
| Clarifications | <p>Requests for clarification from bidders will not be accepted any later than 4 days before the submission deadline. Responses to request for clarification will be communicated via Quantum no later than 3 days before bid submission deadline</p> |
| Evaluation method | <p><input checked="" type="checkbox"/> The Contract or Purchase Order will be awarded to the lowest priced substantially compliant offer</p> |
| Evaluation criteria | <p><input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 – Schedule of Requirements</p> <p><input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract</p> <p><input checked="" type="checkbox"/> Comprehensiveness of after-sales services</p> <p><input checked="" type="checkbox"/> Earliest Delivery /shortest lead time</p> <p><input type="checkbox"/> Others Click or tap here to enter text.</p> |
| Type of Contract to be awarded | <p><input checked="" type="checkbox"/> Purchase Order</p> <p><input checked="" type="checkbox"/> Contract Face Sheet (Goods and-or Services)</p> <p><input type="checkbox"/> Contract for Works</p> <p><input type="checkbox"/> Other Type/s of Contract [pls. specify]</p> |

| | |
|---|---|
| Expected date for contract award. | 02 October 2023 |
| Mandatory EV Test Run in Baguio City and DOTR's Signed Certification of EV Passing Test Run for Baguio City routes | <p>Considering the inclines and unique road conditions in Baguio City, all bidders are required to schedule an Electric Vehicle (EV) Test Run that will be conducted in Baguio City from 17–20 September 2023.</p> <p>The objective of the test run is to assess the performance of EVs on three (3) routes in Baguio City;</p> <ol style="list-style-type: none"> 1. Baguio Plaza Irisan Routes (this has 3 sub routes: UP village, Cypress, and Old Dumpsite) 2. Baguio Plaza PEZA route (proposed shuttle routes) 3. Baguio Green routes (tourist routes) <p>Interested bidders must confirm participation by emailing procurement.ph@undp.org with subject: EV Test Run Baguio, <u>not later than 15 September 2023.</u></p> <p>Note that one of the requirements for technical compliance is the submission of Department of Transportation's (DOTr) Signed Certification of EV Passing Test Run for Baguio City routes. Absence of such certification will result in non-compliance of bid.</p> |

ANNEX 1: Schedule of Requirements

Minimum Technical Specifications

The supplier will be responsible for the supply and delivery of ONE brand-new electric vehicle (EV) for delivery to **Baguio City** for use in urban public transport services. The following are the minimum specifications:

| Specifications | |
|---|--|
| With DOTr's Certificate of Compliance | Required |
| With DOTr's Signed Certification of EV passing Test Run In Baguio City routes | Required |
| Philippine National Standards (PNS) Class | Class II |
| With provision for GPS | Yes |
| With provision of Automatic Fare Collection System | Yes |
| With provision for CCTV | Yes |
| Overall dimensions (l x w x h, cm) | At least 600 x 190 x 256 |
| Seating capacity | At least 13 pax seated, 1 driver, 7 standing |
| Battery type and capacity | Lithium ion at least 100 kWh capacity |
| Minimum vehicle range on a single charge, km | At least 100 km |
| Motor requirements, maximum power (at least) kW | 80 kW |
| Maximum speed, km/h | At least 60 km/h |
| Other Inclusions | Charging port compatible to the vehicle either slow or fast-charging |
| Delivery Lead Time | 21 calendar days after issuance of Purchase Order/Contract |
| Delivery address | Baguio City Hall, Baguio City |

Other Delivery Requirements:

The following are also the minimum requirements in the supply and delivery of the brand-new EV(s):

1. Importation of the vehicle

If the vehicles need to be imported, the supplier will be responsible for the cost of logistics for the importation and delivery of the vehicle to the Philippines (which may include but not limited to port charges, storage fees, insurance, wharfage dues and brokerage fees, etc.). The supplier shall assume all risk until the EV arrives at the final destination and is accepted by the UNDP. **If the items are imported, the supplier/bidder should facilitate all importation processes required. UNDP will only provide approval from the Department of Foreign Affairs (DFA) for duty free entry of goods and endorse the same to the Department of Finance (DOF). The Trace number will then be shared with the supplier's broker for follow-up with Department of Finance's approval. Once DOF approves, supplier's broker shall pull out the imported items. UNDP will provide the supplier's broker with a Certificate of Guarantee and Authorization letter addressed to Bureau of Customs (BOC) prior to broker's pull out of goods and delivery and unloading at the destination.**

2. Assistance in electric vehicle registration with LTO, in the name of the selected transport service entity

The transport service entity/end user will be responsible for registering the EVs at the Land Transportation Office Including facilitation and payment of third-Party liability Insurance and other fees.

The supplier will assist the selected transport service entity in the registration of the vehicle for use in public transport services by providing necessary documents such as the original sales invoice, certificate of stock reported and PNP-HPG MV clearance certificate, among other requirements.

3. Comprehensive Insurance

Bidder must also provide comprehensive insurance for one (1) year and include it as part of the price offer.

4. Electric vehicle operations and maintenance capacity training

The supplier will provide a one-time onsite hands-on EV technician training to nominated members of the transport service entity (designated technician/operator) for the operations and maintenance of the vehicle and charger. The basic training should cover proper storage and safekeeping of the vehicle and charger, risks and consequences of vehicle tampering and misuse, supply and service warranties, proper waste and disposal

(due to damages). The basic training should include EV operations, maintenance, repair, and troubleshooting. The supplier will conduct the training at the garage of the transport cooperative upon or after delivery.

These topics will be encapsulated in the operating and maintenance manual with copies to provide to the transport service entity prior to acceptance.

The supplier must provide printed training handouts to training participants and should provide hard copies and e-copy of the user operating and maintenance manual of the vehicle and charger.

5. Supply required warranties

The supplier will supply the required service and product warranties for the vehicle. The supplier will provide at least twelve (12) months of after-sales services for the supply of parts, repairs, and replacements of vehicle components and charger, where the supplier must replace or repair the defective item/s within twenty (20) days upon receipt of request from the selected transport service entity.

6. After-sales service and local service support requirements

The supplier will provide the necessary after-sales and local service support requirements. Vendor should issue a certificate regarding the availability of spare parts for at least 5 years and Product Manual.

7. Delivery requirements

The supplier will provide the necessary packing requirements. The supplier will also be responsible for the delivery of the vehicle to the designated location, which is located in Baguio City, City Hall.

8. Health, safety and regulatory compliance

The supplier work must be compliant with prevailing Philippines' environmental and labor standards and requirements of the NGAs and LGU.

All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>

Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at:

http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti

9. Expected Output and Deliverables

| Deliverables/Outputs | Estimated Days to Complete | Target Due Dates | Review and Approvals Required |
|--|-----------------------------------|-------------------------|---|
| Contract award / supplier's acceptance of purchase order | 1 day | 29 September 2023 | Project Manager, LCT Project |
| Vehicle acceptance <ul style="list-style-type: none"> - Vehicle delivery, - Provision of supplier warranties, - Operations and maintenance capacity training and provision of operations and maintenance manual - Vehicle inspection of UNDP, DOTr | 22 days | 31 October 2023 | Programme Analyst, Climate Action, UNDP |
| TOTAL | 23 days | | |

10. Delivery Lead Time: 30 calendar days after issuance of Purchase Order/Contract

11. Scope of Price Proposal and Schedule of Payment

| Deliverables/Outputs | % Vehicle Amount | Review and Approvals Required |
|-----------------------------|-------------------------|--------------------------------------|
| | | |

| | | |
|--|-------------|---|
| Vehicle acceptance - Vehicle delivery, - Provision of supplier warranties - Operations and maintenance capacity training and manual - Vehicle inspection of UNDP, DOTr - Service Manual Booklet | 100% | LCUT Project Manager/ CAPT Outcome Lead |
| TOTAL | 100% | |

12. Criteria for Selection of the Best Offer

Offers will be evaluated on a Pass or Fail basis.

The lowest financial bid from an “eligible and technically compliant and responsive” bidder will be considered for the award.

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder’s Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

| | | |
|-----------------|---|---|
| Name of Bidder: | Click or tap here to enter text. CHINA SIX ELEVEN INT'L SALES | |
| RFQ reference: | RFQ-084-PHL-2023 | Date: Click or tap to enter a date. 22 SEPTEMBER 2023 |

Company Profile

| Item Description | Detail |
|---|--|
| Legal name of bidder or Lead entity for JVs | Click or tap here to enter text. CHINA SIX ELEVEN INT'L SALES |
| Legal Address, City, Country | 2ND FLOOR IMS BLDG. SIMEON DE JESUS ST DAVAO CITY |
| Website | Click or tap here to enter text. |
| Year of Registration | Click or tap here to enter text. 2019 |
| Legal structure | Choose an item. SINGLE PROPRIETOR |
| Are you a UNGM registered vendor? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number |
| Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

| <i>yes, provide a Copy of the valid Certificate):</i> | | | | |
|--|---|----------------|--------------------|--------------------------------|
| Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? <i>(If yes, provide a Copy of the valid Certificate):</i> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues <i>(If yes, provide a Copy)</i> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Is your company a member of the UN Global Compact | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| Bank Information | Bank Name: <input type="text" value="METRO BANK"/> Bank Address: <input type="text" value="ECOLAND DAVAO"/> IBAN: <input type="text"/> SWIFT/BIC: <input type="text"/> Account Currency: <input type="text" value="PHP"/> Bank Account Number: <input type="text" value="5477-547-00884-3"/> | | | |
| Previous relevant experience: 3 contracts | | | | |
| Name of previous contracts | Client & Reference Contact Details including e-mail | Contract Value | Period of activity | Types of activities undertaken |
| LGU OF TUBAI | CHARLIE LIM 09228813607 | 780,000 | SEPTEMBER 2023 | SUPPLY OF PASSENGER VAN |
| | | | | |
| | | | | |

Bidder's Declaration

| Yes | No | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Requirements and Terms and Conditions: I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period. |
| <input type="checkbox"/> x | <input type="checkbox"/> | Ethics: In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ ;has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer. |
| <input type="checkbox"/> x | <input type="checkbox"/> | I/We confirm to undertake not to engage in proscribed practices, , or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct : https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. |
| <input type="checkbox"/> x | <input type="checkbox"/> | Conflict of interest: I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact. |
| <input type="checkbox"/> x | <input type="checkbox"/> | Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. |
| <input type="checkbox"/> x | <input type="checkbox"/> | Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Offer Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused. |
| <input type="checkbox"/> x | <input type="checkbox"/> | By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf. |

Signature: GEORGE H.BIAN

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.



ANNEX 3: TECHNICAL AND FINANCIAL OFFER - GOODS

Bidders are requested to complete this form, sign it and return it as part of their bid along with Annex 2: Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

| | | |
|-----------------|--|---|
| Name of Bidder: | Click or tap here to enter text. CHINA SIX ELEVEN INT'L SALES | |
| RFQ reference: | RFQ-084-PHL-2023 | Date: Click or tap to enter a date. 22 SEPTEMBER 2023. |

| Currency of the Quotation (PHP or USD): Click or tap here to enter text. | | | | | |
|---|------------------|------|-----|------------|------------------|
| INCOTERMS: Delivered at Place Unloaded (DPU) | | | | | |
| Item No | Description | UOM | Qty | Unit price | Total price |
| 1. | Electric Vehicle | Unit | 1 | | |
| Total Price (VAT Exclusive) | | | | | PHP 6,500,000.00 |
| Delivery Price | | | | | |
| Comprehensive Insurance (1 year) | | | | | |
| Other Charges (specify) | | | | | |
| Total Final and VAT Exclusive Price | | | | | PHP 6,500,000.00 |

Compliance with Requirements

| Refer to the Annex A: Terms of Reference | You Responses | | |
|---|-------------------------------------|--------------------------|---|
| | Yes, we will comply | No, we cannot comply | If you cannot comply, pls. indicate counter - offer |
| Minimum Technical Specifications and Requirements stated in Annex 1 Schedule of Requirements, including Other Delivery Requirements | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |
| Delivery Term (DPU) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |
| Delivery Lead Time of no more than 21 calendar days after issuance of Purchase Order | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |
| Warranty and After-Sales Requirements | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |

| | | | |
|---|-------------------------------------|--------------------------|----------------------------------|
| Validity of Quotation | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |
| Payment terms | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |
| Other requirements: Requirements specified in Annex 1: 1. Importation of the Vehicle 2. Assistance in electric vehicle registration with LTO, in the name of the selected transport service entity 3. 1-year Comprehensive Insurance 4. Electric vehicle operations and maintenance capacity training 5. Supply required warranties. 6. After-sales service and local service support requirements 7. Delivery requirements 8. Health, Safety, and Regulatory Compliance. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Click or tap here to enter text. |

Other Information:

| | |
|---|--|
| Estimated weight/volume/dimension of the Consignment: | Click or tap here to enter text. |
| Country/ies of Origin: (if export licence required this must be submitted if awarded the contract) | Click or tap here to enter text. PHILIPPINES |

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.

| | |
|--|--|
| <i>Exact name and address of company</i> Company Name: China Six Eleven Int'l Sales Address: Click or tap here to enter text. 2nd F, IMS Building Simeon De Jesus St Davao City Click or tap here to enter text. Phone No.: 09188008988 Click or tap here to enter text. georgebian0621@yahoo.com Email Address: Click or tap here to enter text. | Authorized Signature: <u>GEORGE BIAN</u> Date: 22 September 2023 Click or tap here to enter text. Name: Click or tap here to enter text. Functional Title of Authorised Signatory: Owner/CEO Click or tap here to enter text. Email Address: Click or tap here to enter text. |
|--|--|

ANNEX 4: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

| | | | |
|-----------------|----------------------------------|-------|-------------------------------|
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | Click or tap here to enter text. | | |

To be completed and returned with your bid if the bid is submitted as a Joint Venture/Consortium/Association.

| No | Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address) | Proposed proportion of responsibilities (in %) and type of goods, works and/or services to be performed |
|----|--|---|
| 1 | Click or tap here to enter text. | Click or tap here to enter text. |
| 2 | Click or tap here to enter text. | Click or tap here to enter text. |
| 3 | Click or tap here to enter text. | Click or tap here to enter text. |

| | |
|--|----------------------------------|
| Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution) | Click or tap here to enter text. |
|--|----------------------------------|

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture OR JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to [Click or tap here to enter text](#) for the fulfilment of the provisions of the Contract.

| | |
|------------------|------------------|
| Name of partner: | Name of partner: |
| Signature: | Signature: |
| Date: | Date: |
| | |
| Name of partner: | Name of partner: |
| Signature: | Signature: |
| Date: | Date: |

SIXeleven
CHINA SIX ELEVEN INT'L. SALES

7th Floor, IMS Bldg., De Jesus St., Brgy 35-D, Davao City
(82) 224-1661 | (+63) 9188008988 (Smart / Viber)
georgebian0621@yahoo.com

First St., Dollar Compound, Happy Valley, Cebu City
(32) 328-7142 | (+63) 9179201755 (Globe / Viber)
jojo_jain@yahoo.com



PANDA EV-BUS for MPUV Class 2 and Class 3

300kms Driving Range – Fast Charge 2-4 hours – Front Facing – Side Facing

Date: 21

September 2023

**Buyer: United Nations Development Program
Rockwell Business Center
Sheridan St., Metro Manila**

Sir/Madam;

Thank you for your interest of on our ELECTRIC CITY BUS, made in China with superior quality and performances to fuel the growth of your transportation businesses. Pure electric with 23 foam padded plastic seats and for the 15 standing passengers during peak hours.

Specification:

| CDL6660URBEV Specifications | | | | |
|-----------------------------|------------------------|--|-----------------------|----------|
| Overall Spec | Passenger capacity | 35 (2+1 seats) | Manufacturer | ZEV |
| | Vehicle size (mm) | 6630*2000*2950 | Model | -- |
| | Wheel base (mm) | 3300 | Position | rear |
| | Front/rear overhang | 1750/1175 | Motor type | PMDCM |
| | Front/Rear tread | 1865/1632 | Max.power(kw/rpm) | 100 |
| | Approach/Departure | 12/13 | Max. torque (N.m/rpm) | 1000 |
| | Max. Grade ability (%) | 12.5% | (Displacement) | -- |
| | Top speed (km/h) | 69km/h | Fuel | Electric |
| | Curb weight (kg) | 5600 | Emission | -- |
| | Gross weight (kg) | 8500 | | |
| Battery | 12.2kwh LIFePo4 | | | |
| Charging time | Within 2 hours | | | |
| Item | | Spices | Remarks | |
| SPECIFIC | Front axle | DANA | | |
| | Rear axle | DANA | | |
| | Transmission | Auto transmission | | |
| | Suspension | Leaf spring | | |
| | Steering | Integral power steering, electro- hydraulic power steering | | |
| | Braking | Front disc and rear drum; dual circuit air brake, ABS, slack adjuster | | |
| | Tire | 215/75R17.5 steel rim tubeless radial tire | | |
| | Battery | Maintenance free type | | |
| | AC | 13000kcal/h | | |
| | Defroster | Natural air blow | | |
| EXTERIOR | Instrument | Bus instrument, English system | | |
| | Audio-system | MPS | | |
| | Lights | Front and rear combination light, fog light inner dome light, stop light | | |
| | Monitoring system | CCTV system with 6 cameras | | |
| | Route board | Front LED type | | |
| | Body | Standard coating | | |
| | Passenger door | Front aluminum inner swing door | | |
| | Window | Sliding side window, laminated front windshield and tempered rear shield | | |
| | Passenger seat | 23 plastic city bus seats with cushion | | |
| | Interior | PVC duct, PVC composite plate | | |
| REPAIRING ONE | Floor and floor cover | PVC floor, anti-slippery, flame retardant leather | | |
| | Paint | Solid paint | | |
| | Others | Station broadcaster with speaker wireless passengers stop buttons, Safety hammer with alarm function, Electronic clock, Manual fire distinguisher, Auto fire distinguisher in battery cable connection, driver area, Payment machine, WiFi space and connector, Travelling record with GPS | | |







CERTIFICATE OF COMPLIANCE

Product Name: CDL6660URBEV
 Model: CDL6660URBEV
 Manufacturer: ZEV
 Date of Issue: 2024-01-15

Showroom in Davao and Cebu City, For inquiry contact us
 09178565050

Please consider our offer below and we will be happy to reply to any questions concerning this offer:

Make: Z E V

Model: CDL6660URBEV

Type : Class 2 or Class 3 MPUV (front Facing or Side facing)

Price : Ph6,500,000.00 with free FAST CHARGER

Warranty: One (1) year / 10,000kms which ever come first. Battery – 3 years

Delivery : On Stock

China Six Eleven Int'l Sales

**(SGD) GEORGE H. BIAN
Authorized Signatory**



*Empowered lives.
Resilient nations.*

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this 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.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon

request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and,*

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss,

damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

16.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

16.3 At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

18.1 The Recipient shall:

18.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

18.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

18.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser’s prior written consent; *and*,

18.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

18.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

18.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 The Contractor may disclose Information *to the extent* required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

18.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

19.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh

conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

23.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property,

whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

24. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

25. TAX EXEMPTION:

25.1 Article II, 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 public utility services, and is exempt from customs restrictions, 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 the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

25.2 The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission” and ST/SGB/2006/15 of 26 December 2006 on “Post-employment restrictions”, and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices (“UNDP Anti-fraud Policy”);

31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) 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.

34. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse.” In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35.3 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.

36. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

Certificate Of Completion

Envelope Id: C36BF3730EC948E485D40714D5C759A8
 Subject: Sign Purchase Order 10131093.

Status: Completed

Source Envelope:
 Document Pages: 58
 Certificate Pages: 5
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-06:00) Central America

Signatures: 2
 Initials: 1

Envelope Originator:
 Jack Paul Agonia
 One United Nations Plaza
 New York, NY 10017
 jack.paul.agonia@undp.org
 IP Address: 147.154.139.9

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Holder: Jack Paul Agonia
 jack.paul.agonia@undp.org

Location: DocuSign

Signer Events

Marie Kristel Aberilla
 marie.kristel.aberilla@undp.org
 Procurement Analyst
 UNDP
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
 Using IP Address: 103.137.204.70

Timestamp

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 Resent: 11/1/2023 4:10:49 PM
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 Viewed: 11/1/2023 8:16:04 PM
 Signed: 11/1/2023 8:16:29 PM

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Edwine Carrie
 edwine.carrie@undp.org
 Deputy Resident Representative
 UNDP Headquarters
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 180.75.63.197

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 Signed: 11/2/2023 4:16:59 AM

Electronic Record and Signature Disclosure:
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George Bian
 georgebian0621@yahoo.com
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 49.146.44.9

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 Signed: 11/2/2023 4:31:56 AM

Electronic Record and Signature Disclosure:
 Accepted: 11/2/2023 4:17:48 AM
 ID: ca67acca-76ff-4b18-b258-e821614567cb

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
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| <p>Raisa Neith Salvador raisa.neith.salvador@undp.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div> | <p>Sent: 11/2/2023 4:31:59 AM</p> |
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| <p>Procurement Team procurement.ph@undp.org UNDP Headquarters Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div> | <p>Sent: 11/2/2023 4:32:00 AM</p> |
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| <p>Rowena Nolasco Imperial rowena.imperial@undp.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div> | <p>Sent: 11/2/2023 4:32:01 AM</p> |
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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Envelope Updated | Security Checked | 11/1/2023 4:09:55 PM |
| Envelope Updated | Security Checked | 11/1/2023 4:09:55 PM |
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| Envelope Updated | Security Checked | 11/1/2023 8:08:06 PM |
| Certified Delivered | Security Checked | 11/2/2023 4:17:48 AM |
| Signing Complete | Security Checked | 11/2/2023 4:31:56 AM |
| Completed | Security Checked | 11/2/2023 4:32:01 AM |

| Payment Events | Status | Timestamps |
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- Until or unless you notify United Nations Development Program as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by United Nations Development Program during the course of your relationship with United Nations Development Program.