



REQUEST FOR QUOTATION Mobile Telecommunication Services

UNDP CO Kuwait	DATE: April 9, 2017
	REFERENCE: RFQ UNDP KW 2017-06_Mobile telecommunication services

Dear Sir / Madam:

We kindly request you to submit your quotation for provision of telecommunication services, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before April 18, 2017 via ☒e-mail or ☒courier mail to the address below:

United Nations Development Programme
UN House, Diplomatic Square, Block 7A, Mishref (opposite to Gulf University)
P.O. Box 2993 Safat Kuwait 13030
Operator: +965-25308000, Fax: +965-25399357
Attention: Procurement Unit
procurement.kw@undp.org

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 2 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)/	<input checked="" type="checkbox"/> Within 5 calendar days after signing of Contract
Delivery Terms INCOTERMS 2010	<input checked="" type="checkbox"/> DDP, Kuwait
Inspection upon delivery	Will be performed by UNDP Authorized person
Technical Support requirements	Required - 24x7x365
Exact Address/es of Delivery Location/s (identify all, if multiple)	UN House, Diplomatic Square, Block 7A, Mishref (opposite to Gulf University) P.O. Box 2993 Safat Kuwait 13030
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> Local Currency : Kuwaiti Dinars
Deadline for the Submission of Quotation	COB, Tuesday, April 18, 2017 and 16:00 local time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> Kuwait language
Documents to be submitted ²	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Certificate of Registration of the business by relevant state authority; <input checked="" type="checkbox"/> Proof of Authorization to operate in the Country (submit copies of applicable licenses); <input checked="" type="checkbox"/> Statement of Satisfactory Performance or letters from the Top 3 (three) Clients with contact details for reference check <input checked="" type="checkbox"/> Information on your company/Company profile (date of operation, information on your company central office, total number of staff, and possibility for quick support from your company central office on when-needed emergency basis) <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

² First 2 items in this list are mandatory for the supply of imported goods

Payment Terms ³	<input checked="" type="checkbox"/> 100% within 30 days upon UNDP's acceptance of the goods/services delivered as specified and receipt of invoice
Liquidated Damages	<input checked="" type="checkbox"/> Liquidated Damages refers to the amount which the Contractor must pay UNDP for the damages caused to UNDP resulting from the Contractor's breach of its obligations as per Contract. For the present tender the liquidated damages is determined as 0.5% of contract value for every day of delay, up to a maximum duration of 5 calendar days. Thereafter, the contract may be terminated
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁴ <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> When assessing tenders, Purchaser will determine for each application assessed value, by correcting any arithmetic errors with the following rules: (A) for mismatch between the unit and the total price of the position is obtained by multiplying the price per unit at the amount stated by the unit price prevails; (B) with discrepancy between the amount specified in figures and words, the amount stated in words prevailed, except in cases described in subparagraph (a) above; (C) if the provider refuses to accept the correction, his tender will be rejected.
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Long-Term Agreement ⁵
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 5 calendar days <input checked="" type="checkbox"/> Prices should be fixed and are not allowed for any price adjustments during contract implementation
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ/TOR requirements

³ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

⁴ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁵ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

Annexes to this RFQ ⁶	<input checked="" type="checkbox"/> Technical Specifications (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ⁷	<i>Procurement Unit, UNDP Kuwait procurement.kw@undp.org</i> Bidders requesting clarification on any of the items, technical requirements or conditions stipulated in the present solicitation document shall communicate in writing to the indicated above e-mail. The deadline for any clarification request till 17 April 2017 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.

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

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

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

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

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

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

⁶ Where the information is available in the web, a URL for the information may simply be provided.

⁷ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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

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

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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Anas Qarman
Operations Manager UNDP
April 9, 2017

Technical Specifications

UNDP Kuwait is searching for a provider of complex services for mobile communication. Priority services are voice communication, messaging (SMS), roaming and data transfer services in Kuwait.

Required high quality uninterrupted services for 2016-2018 years period with lowest possible prices including for:

- Very stable Mobile communication network coverage in State of Kuwait.
- Roaming availability with highest possible discount rates in **min 17 countries**
- Free of charge calls between UNDP mobile phone numbers within Kuwait
- High discounts for SMS services within Kuwait and the below listed countries (if possible);
- Provision of 3/4G/LTE or GPRS/EDGE data services;
- Installation of 2G(GSM) & 3G/4GLTE small cell with boosters/repeaters in UN premises covering 3 floors and basement to reach of 100 percent integrity for 4G,3G and 2G stats.
- Site performance report for 2G,3G and 4G in the site.
- Detailed call listings for each telephone number in electronic form suitable for data processing (PDF is not considered as suitable format, but TXT, XLS, CSV or any other file of this type is considered suitable);
- Invoicing of phone bills in groups. Groups will be set up by UNDP Kuwait. Each phone number will belong to one of several groups while separate invoice to be issued for each group;
- Provision of quarterly call analysis report

UNDP Kuwait is also looking for:

- No fixed monthly fee but only payment for the consumed services if no selection of packages.
- No prepayment but ability to make a payment to the services provider within 30 working days since the receipt of the previous months;
- Dedicated highly professional, friendly and client-oriented sales representatives able to propose suitable solutions, offer new services and suggest changes for efficient use of services with stress on minimizing total costs;
- Companies flexibility to make continuous attempts to increase the service quality, expand the list of services offered as well as to further reduce the costs for the services;
- **Program for family members (preferable)**
- Details about additional services that the company is able to offer to UNDP, which are not requested in this bidding. This part will not be subject to the evaluation and serve for information purposes only.
- The successful provider must have 24x7x365 coverage for technical assistance and/or helpdesk facilities.
- The provider is also responsible for contacting designated UNDP network specialist(s) for both scheduled and un-scheduled downtime.

Transactional details

- UNDP currently uses approx. **37** SIM cards. Approximately 20 of them are used by frequent travelers, traveling mainly to Europe, Arab Gulf countries and USA. Some SIM cards are used for mobile internet in Kuwait and the rest is used mainly for local calls, or mixed services. Average

annual bill for UNDP corporate group is around USD 22,000.00 (there is no guarantee on min monthly turnover).

Scope of Services, Requirements and Specifications

The successful mobile Operator shall provide full, prompt, accurate and uninterrupted mobile communication services to staff of the UNDP (including other UN agencies). The services include, but are not limited to, the following:

- Data Services
- Technology Minimum 4G/LTE High Speed Internet.
- 100 % signal integrity with no drop calls for voice and data.

Performance Standards and Service Level Guarantee

The contracted mobile Operator shall perform services in accordance with the herein prescribed minimum performance standards set by the UNDP:

Product / Service	Performance Attribute	Definition	Standard / Service Level
1. Billing	Accuracy	Ability to generate billing statements without errors	Zero-Error or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand and in accordance with UNDP format	Zero>Returns for clarification/explanation
2. Rates/Pricing	Fairness	Charges for services offered	Fixed rates
3. Service Quality	Accessibility	Ability to access or approach Operator (24/7/365)	Self-inspection quality monitoring system: yes Email: available Website: available
4. Problem Solving	Complaint Handling	Ability to resolve complaints	Timeliness: one (1) week Manner of resolution: Satisfactory score
5. Free Customer	Readiness to do business	Customer Support Service to support business	<ul style="list-style-type: none"> • The Customer Support Service should provide assistance 24 hours a day/7 including weekends and official holidays

Contractual and Institutional Arrangements

Contract Parameters

UNDP envisages entering into a multiyear contract with one qualified mobile Operator for the provision of mobile Communication Services. For the services listed under the Terms of Reference the selected Operator will charge the UNDP prices.

The prices shall remain in effect for the entire duration of the Contract / Agreement. The rates shall not be subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Operator in the performance of the Contract/ Agreement.

In the event of any advantageous technical changes and/or downward pricing of the Communication Services during the duration of the Contract/Agreement, the Operator shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Contract Management, Reporting, Billing and Quality Control

The contract resulting from the present Invitation to Bid shall be available for use by all UN agencies in Kuwait as well, which will designate one representative to deal with the selected Operator. The representatives designated by UN Agencies will serve as the **Focal Points** for the following :

- Contract administration and overall point of contact for the contracted Operator; Issuance, answering questions; coordination and establishment of reports;
- Obtain and review quarterly reports from the Operator;
- Conduct Operator Performance Review once per year;
- Perform inspection of services, including verification of rates, etc.

Reporting

The selected Operator shall submit the following reports on regular basis to UNDP:

- Free quarterly statistics via e-mail, containing the following minimum information:
 - monthly calls analysis, number of SIM *cards*, etc;
 - Free monthly detailed reports/call listings via e-mail in electronic form (XLS for corporate groups and each separate SIM-card).
 -

Billing and Payment

- Group billing/invoicing at the end of each month for all communication services provided;
- The invoice be issued in Kuwaiti Dinars;
- Credit terms: UNDP shall effect payments for the rendered services on monthly basis within 30 calendar days after delivery of the invoices and approval of the services included in the invoice;

Services Quality Control

Contracted Operator shall maintain a self-inspection system covering all the services to be provided under the Contract and include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the UNDP. The UNDP shall be notified of any deficiencies found and corrective action taken;

Contracted Operator shall timely notify on all scheduled and un-scheduled downtimes.

Other Services

Free Customer Support Service;
Free SIM-card activation and deactivation services;
Free renewal of a lost SIM-card with a number;
Free replacement of a damaged/blocked SIM-card;
Free blocking/unblocking of SIM-card;
Free Caller ID function
Free Auto Answer function

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

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁸

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁹)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. RFQ/UNDP/KW/2017/06_Mobile telecommunication services:

TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements

Provided usage data is indicative only and is not a commitment on our side.

Countries, data usage, placed calls and duration of calls shown below are based on 2016 usage data.

Installation costs

Description of services	Users	Unit Price	Total
Start-up fee	37		
Moving phone numbers	37		
Activation of SIM cards	37		
Installation of 2G (GSM) & 3G/4GLTE small cell with boosters/repeaters in UN premises covering 3 floors and basement to reach of 100 percent integrity for 4G,3G and 2G stats	1		

Package costs

Description of package	Unit Price	Month	Total
Free corporate calls between members, 0 MB, No access to international dialing, no ad-on services		12 Month	
Free corporate calls between members, 500 MB, unlimited SMS messaging, free notification on missed calls, no access to international dialing		12 month	
Free corporate calls between members, 600 minutes, 20 GB, unlimited SMS messaging, free notification on missed calls, no access to international dialing		12 month	
Free corporate calls between members, 750 minutes, 30 GB,		12 month	

⁸ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

unlimited SMS messaging, free notification on missed calls			
Free corporate calls between members, 2250 minutes, 300 GB, unlimited SMS messaging, free notification on missed calls		12 month	
Free corporate calls between members, 3,000 minutes, 300 GB, unlimited SMS messaging, free notification on missed calls		12 month	

Mobile calls costs

Description of services	Unit Price (minute/SMS)	Total
Corporate calls within the group		
Calls to Viva		
Calls to Ooredoo		
Calls to Zain		
SMS to Viva		
SMS to Ooredoo		
SMS to Zain		
Landline calls		

International calls costs

Description of services	Unit price per minute	Total
Roaming calls to min 17 countries to include the destinations of UN listed below		
USA		
United Kingdom		
South Africa		
Turkey		
Italy		
Germany		
France		
Bahrein		
Switzerland		
Jordan		
Kuwait		
Sweden		
Canada		
Spain		
United Arab Emirates		
Oman		
Saudi Arabia		
Belgium		
Poland		

Greece		
Denmark		
Austria		
Egypt		
Other countries		

Add-One services

Description of services	Unit price	Total
MissU service		
VPN service		
Unlimited messaging local and international		
International %50 discount		

Internet services

Description of services	Months	Unit price	Total
1 MB	12 month		
Up to 50 GB	12 month		
Up to 100 GB	12 month		
Up to 250 GB	12 month		
Up to 500 GB	12 month		
1 TB	12 month		
Unlimited internet service	12 month		

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses	
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>
Stable Mobile communication network coverage in State of Kuwait/specifically Mishref area (UN Building)		
Provision of 3/4G/LTE or GPRS/EDGE data services		
Installation of 2G(GSM) & 3G/4GLTE small cell with boosters/repeaters in UN premises covering 3 floors and basement to reach of 100 percent integrity for 4G,3G and 2G stats		
Free SIM-card activation and deactivation services		

Free renewal of a lost SIM-card with a number		
Free replacement of a damaged/blocked SIM-card		
Free blocking/unblocking of SIM-card		
Free Auto Answer function		
Availability of roaming Internet Capacity		

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

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

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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