



REQUEST FOR QUOTATION RFQ 063/17

NAME & ADDRESS OF FIRM	DATE: September 11, 2017
	REFERENCE: Supply of energy efficient light equipment (LED street luminaires) for Central Streets illumination of Koti and Aygedzor communities of Tavush Region, Armenia

Dear Bidder:

We kindly request you to submit your quotation for “Supply of energy efficient light equipment (LED street luminaires) for Central Streets illumination of Koti and Aygedzor communities of Tavush Region, Armenia” detailed in Annex 1 of this RFQ.

Quotations may be submitted on or before 18:00 (local time), September 25, 2017 and via ☒ *e-mail*, ☒ *courier mail* to the address below:

United Nations Development Programme
14 Petros Adamyan street, 0010, Yerevan
or
tenders-armenia@undp.org

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 3 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:

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP Yerevan, Armenia
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> by UNDP
Exact Address of Delivery Location:	Yerevan, Armenia

¹ Must be linked to INCO Terms chosen.

Latest Expected Delivery	<input checked="" type="checkbox"/> 45 days from the issuance of the Purchase Order (PO)		
Delivery Schedule	<input checked="" type="checkbox"/> Required		
Mode of Transport	<input checked="" type="checkbox"/> LAND	<input checked="" type="checkbox"/> SEA	<input checked="" type="checkbox"/> AIR
Preferred Currency of Quotation ²	<input checked="" type="checkbox"/> United States Dollars or <input checked="" type="checkbox"/> Local Currency : Armenian drams		
Value Added Tax on Price Quotation ³	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes		
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts for minimum period of 5 years with appropriate certificate.		
Deadline for the Submission of Quotation	<i>Monday, September 25, 2017, 18:00 local time</i>		
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English		
Documents to be submitted ⁴	<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"/> Company's profile; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <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; <input checked="" type="checkbox"/> Provide detailed instruction on installation and maintenance of luminaries; <input checked="" type="checkbox"/> Provide description of similar projects of comparable volume and character performed within the last five years. <input checked="" type="checkbox"/> Provide information on photometry in electronic form in IES or LDT format. <input checked="" type="checkbox"/> Provide Lighting designs and calculations (estimates) for the proposed LED street luminaries based on the provided street descriptions and technical requirements. <input checked="" type="checkbox"/> Provide documentation confirming correspondence of the proposed LED street luminaries to the technical requirements set in Chapter IV, Annex 1 of this document. <input checked="" type="checkbox"/> Provide Technical passport of luminaires. <input checked="" type="checkbox"/> Provide quality certificates in accordance with the international requirements. <input checked="" type="checkbox"/> Provide detailed schedule of goods delivery DAP Yerevan (Armenia).		

² 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.

³ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

⁴ First 2 items in this list are mandatory for the supply of imported goods

	<input checked="" type="checkbox"/> Provide description of performance of warranty commitments. Supplier should inform on the workflow how the guarantee will be executed, upon the claim from the Client (UNDP).
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery and acceptance of goods
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁵ <input checked="" type="checkbox"/> Luminaries must meet the requirements of the following quality standards (see Annex 1, Chapter IV). <input checked="" type="checkbox"/> Manufacturer of supplied light fixtures must have at least 5 years of experience in production of lighting equipment and lighting accessories for street lighting, confirmed by information on implemented projects and appropriate references from clients. <input checked="" type="checkbox"/> Minimum of 5-year guarantee on preservation of announced technical parameters of fixtures and accessories (components). <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
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
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements.
Annexes to this RFQ ⁶	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	Procurement Unit Procurement.armenia@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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.

⁵ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

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

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.

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,
Procurement Unit

TECHNICAL SPECIFICATION

Technical Specifications

1. Title Supply of energy efficient light equipment (LED street luminaires) for Central Streets illumination of Koti and Aygedzor communities of Tavush Region, RoA

2. Project Title

UNDP “Integrated Support to Rural Development: Building Resilient Communities Project”.

3. Project Description

“Integrated Support to Rural Development: Building Resilient Communities” is implemented in borderline communities of Tavush Region of the Republic of Armenia with the financial support of the Russian Federation. The overall goal of the project is to ensure balanced development of Tavush region of RA through an integrated socio-economic approach. The project aims at raising the quality of life and income level of the local population in 45 bordering communities of Tavush region.

4. Scope of Work

Within the scope of “Integrated Support to Rural Development: Building Resilient Communities” Project purchase and deliver total 255 pcs of energy efficient light equipment (LED street luminaires) for Central Streets illumination of Koti and Aygedzor communities of Tavush Region, RoA.

a) Koti community

Length of street - 3.3 km

Quantity of poles - 120 pcs

Distance between poles - equal to 28 m

Location of poles - on one side of the street

b) Aygedzor community

Length of street - 3.7 km

Quantity of poles - 135 pcs

Distance between poles - equal to 28 m

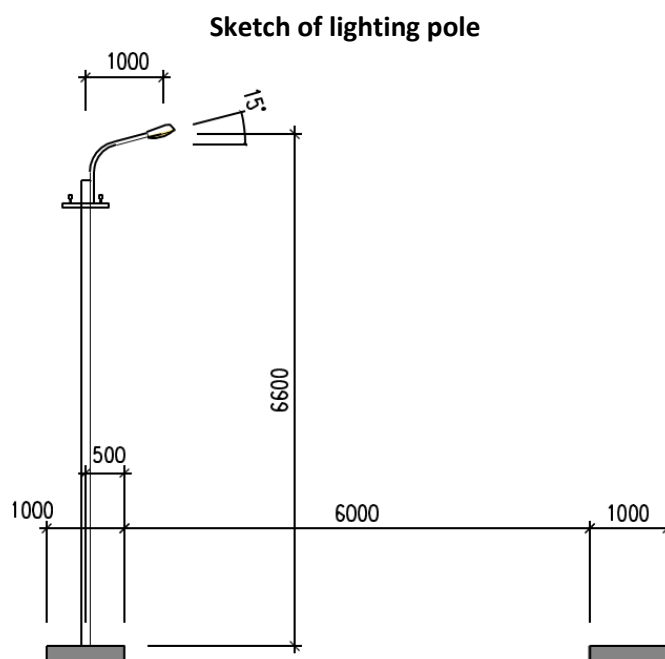
Location of poles - on one side of the street

The supplied luminaires should provide illumination level required by the norms and must comply with technical requirements as described below.

Required parameters	Requirements
Average brightness of road surface L_{av} , cd/m ² , not less	0.4
General uniformity of brightness distribution of road surface L_{min}/L_{av} , not less	0.35
Longitudinal uniformity of brightness distribution of road surface L_{min}/L_{max} , not less	0.4
Average illuminance of road surface E_{av} , lux, not less	6
Uniformity of illuminance distribution of road coating E_{min}/E_{av} , not less	0.25

Within the scope of services, supplier must provide lighting design and calculation (estimates) for the proposed LED street luminaires based on the technical requirements and description as specified in the sketch of lighting pole (calculation should be done on the base of maintenance factor equal or equivalent 0.8). The calculation for the provided luminaries must comply with

requirements provided on below table CIE R3 class asphalt.



Supplier must provide:

- Certificates of the proposed LED luminaires in accordance with the international requirements.
- Detailed instruction of installation works of luminaires (in Russian and/or English).
- Detailed instruction of luminaires' maintenance (in Russian and/or English).

Compliance with required parameters (see table below) should be confirmed by technical passport of luminaires.

Required parameters	Rated/Nominal Values
Total quantity of LED luminaires	Koti community 120pcs
	Aygedzor community 135pcs
	Total quantity 255pcs
Body material	Die cast aluminum
Optical block protection	Tempered protective glass
Rated Input Voltage	from 180V to 250V
Rated Input Frequency	50 ± 5 Hz
Ambient Temperature	from - 30° to + 40° C
Life time, not less	35,000hrs @ Ta=25°C (L80, B10)
Power factor	≥0,90
Light output ratio	Not less than 100 lm/W
Surge Protection	8KV (Line-Neutral)
Color temperature of lighting fixtures	4000 ± 250K
Color rendering index (CRI)	≥70
Ingress Protection (IP) for hole luminary	Not less than IP65
Impact Protection (IK)	Not less than IK07
Diameter of luminaires mounting	48 – 50 mm

Range of luminaries mounting adjustment	adjustable, not less than $\pm 10^\circ$
Warranty Period, at least	5 years

Luminaries must meet the requirements of the following quality standards confirmed by the declaration of conformity:

- EN 60598-1 - Luminaries - General requirements and tests
- EN 60598-2-3 - Luminaries for road and street lighting
- EN 55015 - Limits and methods of measurement of radio disturbance characteristics of electrical lighting and similar equipment
- EN 61000-3-X - Limits for harmonic current emissions
- EN 61000-4-X - Electromagnetic compatibility (EMC)
- EN 61547 - Equipment for general lighting purpose, immunity requirements
- EN 62031 - LED modules for general lighting – Safety specifications
- EN 62471 – Photo biological safety of lamps and lamp systems
- EN 60529 - Degrees of protection provided by enclosures (IP Code)

5. Other Requirements:

- Optical parts of the luminaries should be made of thermally and shockproof materials, steady against ultra-violet radiation and providing operational durability.
- Luminaries must have clear marks with information on model and its technical characteristics, and also marks with information on model and country of origin of LEDs and driver.
- Instructions and schemes for making connections shall be provided.

6. Institutional Arrangement

- The Contractor shall deliver total 255 pcs of the energy efficient light equipment.
- If delivered LED Street luminaires after opening the package will be damage and unfit for installation all the deficiencies shall be implemented by the Contractor on its own expense within the project time-frame.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁷

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁸)

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 063/17**:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price, currency	Total Price per Item, currency
1	Luminaires as per Annex 1 specifications for Koti community	120			
2	Luminaires as per Annex 1 specifications for Aygedzor community	135			
	Total:	255			
	Total Prices of Goods⁹				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

⁷ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁹ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

Additional Requirements

No	Description	Availability (Yes/No)
1	Luminaries shall correspond to the requirement set in the Chapter IV, Annex 1	
2	Full acceptance of the PO/Contract General Terms and Conditions	
3	Manufacturer/suppliers of supplied light fixtures must have at least 5 years of experience in production/supply of lighting equipment and lighting accessories for street lighting, confirmed by information on implemented projects and appropriate references from clients (min. 3 references).	
4	Minimum of 5-year guarantee on preservation of announced technical parameters of fixtures and accessories (components). Supplier should inform on the workflow how the guarantee will be executed, upon the claim from the Client (UNDP).	
5	Company's profile; Latest Business Registration Certificate	
6	Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);	
7	Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;	
	Detailed instruction on installation and maintenance of luminaries	
8	Delivery time – 45 days	

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]

Annex 3 General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

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

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

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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