REQUEST FOR QUOTATION (RFQ)
(Goods)

To: Interested Bidder	DATE: 9th July 2018 REFERENCE: RFQ/UNDP/DGPRU-HGI/50034/053/2018 – Wireless Vaccine Temperature Data Logger

Dear Sir / Madam:

We kindly request you to submit your quotation for **Wireless Vaccine Temperature Data Logger** 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 July 23, 2018 at 17.00 (GMT +7) and via ☒*e-mail,* to the address below:

United Nations Development Programme
7th floor, Menara Thamrin Building, Jl. M. H. Thamrin Kav. 3, Jakarta
Rida Dian Trisna, Teguh Santoso and Yusef Saiful Millah
Email: bids.id@undp.org

Quotations submitted by email must be limited to a maximum of 7 MB/transmission and virus-free . 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] *(Pls. link this to price schedule)*	☒FCA, for local supplier ☐CPT ☐CIP ☒DAP, UNDP CO Jakarta ☐Other	
Customs clearance[1], if needed, shall be done by:	☐UNDP ☒Supplier/Offeror ☐Freight Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Environment Unit United Nations Development Programme (UNDP) Country Office Menara Thamrin Building,7th Floor Jl. MH Thamrin Kav 3 Jakarta 10250, Indonesia	
UNDP Preferred Freight Forwarder, if any[2]	N/A	
Distribution of shipping documents *(if using freight forwarder)*	YES	
Latest Expected Delivery Date and Time *(if delivery time exceeds this, quote may be rejected by UNDP)*	☒ 30 days from the issuance of the Purchase Order (PO) The release / distribution of the machines, is by sequences, upon confirmation from The Ministry of Environment and Forestry, as Project does not have allocation for warehouse/storage.	
Delivery Schedule	☒Required ☐Not Required	
Packing Requirements	YES	
Mode of Transport	☐ AIR	☐LAND
	☐SEA	☒OTHER any mode proposed by the vendor
Preferred Currency of Quotation[3]	☒United States Dollars ☐Euro ☒Local Currency: for local bidder	
Value Added Tax on Price Quotation[4]	☒ Must be exclusive of VAT and other applicable indirect taxes	

[1] *Must be linked to INCO Terms chosen.*
[2] *Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.*
[3] *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.*
[4] *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.*

After-sales services required	☒Warranty on Parts and Labor for minimum period of 1 years ☒Technical Support ☒Provision of Service Unit when pulled out for maintenance/ repair
Deadline for the Submission of Quotation	17.00 on *Monday, July 23, 2018 and GMT + 7*
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☒ English
Documents to be submitted[5]	☒ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☒ A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; ☒ Latest Business Registration Certificate ; ☒ Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); ☒ 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	☒ 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	☒ Not permitted ☐ Permitted [*pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]*
Payment Terms[6]	☒ 100% upon complete delivery of goods and training
Liquidated Damages	Liquidated damages for delay of service would be: 0.5% of contract for every week of delay, up to a maximum duration of 4 Weeks. Thereafter, the contract may be terminated by UNDP without notice.

[5] *First 2 items in this list are mandatory for the supply of imported goods*

[6] *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 checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.*

Evaluation Criteria *[check as many as applicable]*	☒ Technical responsiveness/Full compliance to requirements and lowest price[7] Comprehensiveness of after-sales services ☒ Full acceptance of the PO/Contract General Terms and Conditions *[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]* ☐ Earliest Delivery / Shortest Lead Time[8] ☐ Others *[pls. specify]*
UNDP will award to:	☒ One and only one supplier
Type of Contract to be Signed	☒ Purchase Order
Special conditions of Contract	☒ Cancellation of PO/Contract if the delivery/completion is delayed by 1 month
Conditions for Release of Payment	Passing Inspection Complete Installation ☒ Passing all Testing ☒ Completion of Training on Operation and Maintenance ☒ Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ[9]	☒ Specifications of the Goods Required (Annex 1) ☒ Form for Submission of Quotation (Annex 2) ☒ 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.

[7] *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.*

[8] *This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).*

[9] *Where the information is available in the web, a URL for the information may simply be provided.*

Contact Person for Inquiries (Written inquiries only)[10]	*Yusef Saiful M/Rida Dian Trisna* *Procurement Unit* *yusef.millah@undp.org/ rida.trisna@undp.org / teguh.santoso@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.

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

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[10] *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.*

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,

John Benjamin
Procurement Specialist
9th July 2018

Annex 1
Technical Specifications

Annex 1

Technical Specifications

Items to be Supplied*	Quantity	Description / Specifications of Goods		Latest Delivery Date
Wireless Vaccine Temperature Data Logger (Fridge-tag® 3 or equivalent specification)	**75 (seventy five) unit**	External Dimensions	(L x W x H) 136 x 98 x 21 mm	10 August 2018
		Size of the LCD Display	95 x 27 mm	
		Weight	170 g	
		Storage Condition	(inactive) 0 to +30°C (+32 to + 86°F)	
		Operating Temperature	Main housing +5°C to +50°C* (+41 to +122°F) Display visible -10 to +55°C (+14 to +131°F)"	
		Alarm Temperature Range	-40 to +50°C in 0.1°C increments (-40 to +122°F)	
		Alarm Limits	2 individually programmable alarm limits (1 upper and 1 lower alarm limit)	
		Warning Limits	2 individually programmable alarm limits (1 upper and 1 lower alarm limit)	
		Alarm Time	1 Minute to 23h 59min (alarm and/or warnings can be disabled)	
		Temperature measurement interval	Every minute (Log interval 10 minutes)	
		Accuracy of temperature measurement	+/- 0.8°C from -40 to -30°C (+/-1.44°F from -40 to -22°F) +/- 0.5°C from -30 to +40°C (+/-0.9°F from -22 to +104°F) +/- 0.8°C from +40 to +55°C (+/-1.44°F from +104 to +131°F)	
		Measurement accuracy of the time	Daily time updates (depending on network operator) - if not supported +/- 30 min / year	
		Calibration	Every device is calibrated / NIST / ILAC traceable	
		Memory Space	30 day as a display and 56 days overview in a PDF report	
		Date / Time programming	Date and time will be set automatically when device is activated (via GSM network)	

		Battery	Lithium Polymer Li-ion battery Complies with IATA DGR Packaging Instruction UN3481 PI 967 section II and is therefore not considered as dangerous good.	
		Protection Class	IP50 (IP64 without external sensor)	
		2D Code on Label	GS1 and data matrix	
		Operating Lifetime	Min. 3 years useful life / at least 72 hours power back up	
		Activation	Press SET and READ button simultaneously for more than 3 seconds	
		Stopping	No stop function	
		Configuration	Pre-set by Berlinger & Co AG or for self-configuration via server	
		Data Communication	Optional: To be pushed on a regular interval to a predefined server	
		Alarm Indication	Buzzer, SMS or server	
		Manipulation	Fridge-tag® 3 GSM cannot be manipulated or reset without destroying it.	
		Format of the original document	ASCII (it can also be imported by many ERP systems) / PDF	
		Free software for verifying PDF and ASCII Files	"JAVA™ / The software verifies the digital signature of the ASCII and PDF files. FDA regulation 21 CFR Part 11 compliant. Software is compliant with GAMP 5 requirements.	
		Standards	ASTM 2500, 21 CFR Part 11, 21 CFR Part 820, ICH Q8/Q9, ANSI/IEEE 829/830/1008, EN 12830, 2002/95 EC Directive (RoHS), EN/IEC 60529 IP protected classes, IATA Regulations, EN 301511, EN 301489-1/7, EN 60950-1 + A2:2013, EN 62133, FCC part 15B	
Training		-		

Delivery Terms [INCOTERMS 2010] *(Pls. link this to price schedule)*	☐FCA ☐CPT ☐CIP ☒DAP ☐Other *[pls. specify]*	
Customs clearance[1], if needed, shall be done by:	☐UNDP ☒Supplier/Offeror ☐Freight Forwarder	
Mode of Transport	☐ AIR	☐LAND
	☐SEA	☒OTHER any mode proposed by the bidder
After-sales services required	☒Warranty on Parts and Labor for minimum period of 1 year ☒Technical Support ☒Provision of Service Unit when pulled out for maintenance/ repair ☐ Others *[pls. specify]*	

**Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.*

Arry Lesmana Putra
Programme Manager
5 July 2018

[1] *Must be linked to INCO Terms chosen.*

Annex 2
FORM FOR SUBMITTING SUPPLIER'S QUOTATION[11]

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery[12])

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/DGPRU-HGI/50034/053/2018 – Wireless Vaccine Temperature Data Logger

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	Wireless Vaccine Temperature Data Logger (Fridge-tag® 3 or equivalent specification) as specified in Annex 1	75 sets			
	Total Prices of Goods[13]				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add: Other Charges (pls. specify)				
	Cost of Training (number of personal, travel expense, accommodation and meals during the training for the proposed trainers – please provide breakdown in separate sheet)				
	Total Final and All-Inclusive Price Quotation				

TABLE 2 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	***No, we cannot comply***	***If you cannot comply, pls. indicate counter proposal***
Delivery Lead Time (Latest 10 August 2018)			
Compliance to the Technical Specification as specified in ANNEX 1			
Country/ies Of Origin[14]:			

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[11] *This serves as a guide to the Supplier in preparing the quotation and price schedule.*

[12] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

[13] *Pricing of goods should be consistent with the INCO Terms indicated in the RFQ*

[14] *If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.*

Warranty and After-Sales Requirements (3 years)			
a) Training on Operations and Maintenance			
b) Minimum warranty (1 years) on both parts and labor as provided by the manufacture			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
Validity of Quotation, 60 days			
All Provisions of the UNDP General Terms and Conditions			
Other requirements: *please provide detail information (name of company, office address, email address, phone number) in obtaining spare parts*			

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.