

**REQUEST FOR QUOTATION (RFQ)**

NAME & ADDRESS OF FIRM:	DATE: 19 September 2017
	REFERENCE: RfQ17/01603

Dear Sir / Madam:

We kindly request you to submit your quotation for Developing and delivering training on Training on WSO2 Open Source Technology, 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 **03 October 2017, 15:00 (Moldova local time)** and via e-mail or courier mail to the address below:

United Nations Development Programme in Moldova
131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova
Attention: Registry Office/Procurement
tenders-Moldova@undp.org

Quotations shall be submitted in English or Romanian duly signed and stamped and shall be marked with the note "**RfQ17/01603: Trainings on WSO2 Open Source Technology**".

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

Address of Render of Service	E-Government Centre, Chisinau, Republic of Moldova
Latest Expected Render Date and Time:	<input checked="" type="checkbox"/> 60 calendar days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Moldovan Lei
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes

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.

Deadline for the Submission of Quotation	03 October 2017, 15:00 (Moldova local time)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English or <input checked="" type="checkbox"/> Romanian
Documents to be submitted	<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 profile (short info up to 2 pages); <input checked="" type="checkbox"/> CVs of specialized staff on WSO2 that will be part of the training team; <input checked="" type="checkbox"/> Portfolio of clients whom services similar to those requested under this RFQ have been delivered in the past 3 years, including a detailed list of previous trainings, specifically on WSO2; <input checked="" type="checkbox"/> Copy of Company's Registration Certificate; <input checked="" type="checkbox"/> Demonstration of an official partner of WSO2 Open Source Technology; <input checked="" type="checkbox"/> Valid Certificate on Quality Management System ISO 9001. In case of Consortium, all companies participating in Consortium must provide a valid ISO 9001 certificate; <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the top 2 clients for whom similar trainings have been provided in the past 3 years; <input checked="" type="checkbox"/> The preliminary methodological approach to be used in carrying out the trainings; <input checked="" type="checkbox"/> Proposed methodology work plan & timeframe; <input checked="" type="checkbox"/> In case the Service Provider is a consortium of companies, the application should contain a clear distribution of tasks among the consortium members; <input checked="" type="checkbox"/> Other relevant documents; <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 type="checkbox"/> <u>Information on accessibility of premises and availability of facilities for people with disabilities</u> – N/A
Period of Validity of Quotes starting the Submission Deadline Date	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input 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
Payment Terms	<input type="checkbox"/> 100% upon complete render of services <input checked="" type="checkbox"/> Others: The payment of the contract will be done in two installments upon delivery and approval of the products 1 to 3 (installment I) and 4 to 6 (installment II)
Liquidated Damages	0.1% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria	<input checked="" type="checkbox"/> Be an official partner of WSO2 Open Source Technology; <input checked="" type="checkbox"/> Have at least one staff member certified in WSO2; <input checked="" type="checkbox"/> Have previous trainings on WSO2 held; <input checked="" type="checkbox"/> Technical responsiveness/ Full compliance to requirements and lowest price ² ;

² UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than

	<input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input type="checkbox"/> <u>Demonstrated accessibility of premises and availability of facilities for people with disabilities</u> – N/A
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Other Type/s of Contract: Institutional Contract
Special conditions of Contract	<input type="checkbox"/> Others: N/A
Conditions for Release of Payment	<input checked="" type="checkbox"/> Completion of Trainings on WSO2 Open Source Technology and submission of all relevant materials related to the trainings, as specified in the ToR (Annex 1); <input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements.
Annexes to this RFQ ³	<input checked="" type="checkbox"/> Terms of Reference (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). <input checked="" type="checkbox"/> Others: Institutional Contract Template 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) ⁴	Diana Zaharia - Senior Project Officer, UNDP Project "Enhancing democracy in Moldova through inclusive and transparent elections" (EDMITE) Email: diana.zaharia@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.

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.

³ Where the information is available in the web, a URL for the information may simply be provided.

⁴ 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.

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/procurement/protest.shtml>.

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,

Ira Cebotari
ARR Operations



Terms of Reference

Training on WSO2 Open Source Technology

A. Project Title *“Enhancing democracy in Moldova through inclusive and transparent elections” (EDMITE)*

B. Project Description

In cooperation with the Central Electoral Commission of the Republic of Moldova, EDMITE Project will continue its close collaboration with the population registration agencies (former Civil Status Service, the State Enterprise “Registru”, the State Enterprise “Cadastru”). As of July 2017, these three institutions are combined in form of Departments under the newly established Agency for Public Services, following the Public Administration Reform at central level.

The Agency for Public Services became the new beneficiary of the project, along with the E-Government Centre (EGC) to further enhance the quality and accessibility population registration data and therefore, the transparency and inclusiveness of the electoral process in Moldova. The Agency for Public Services and the E-Government Centre are responsible for the quality and the accessibility of important data sets necessary to provide credible elections. Whereas the Agency for Public Services is responsible for the data quality, the EGC is responsible for the accessibility of data sets of different line ministries, government agencies and institutions via the government platform MConnect.

The cooperation with the EGC under the CEC lead of the EDMITE Project is focused on the electronic data exchange between the Agency for Public Services and its different departments, as well as other line ministries, with the CEC State Register of Voters, to ensure the inclusiveness of the electoral process. The electronic data exchange among the central public institutions takes place via the government platform MConnect, administered by the EGC. The EDMITE Project will support the EGC in expanding the knowledge base and the capacities of the EGC, of the personnel within the mentioned departments of the Agency for Public Services and of the relevant line ministries, to connect to the data exchange and interoperability government platform. In a first step an “Interoperability Integration Team” is being established which will assist the EGC and the state institutions of concern to connect their national IT systems to MConnect, as well as to MAccess, MPass, MSign, MLog, MNotify, and where needed to MPay.

The government platform MConnect is based on WSO2 Open Source Technology that offers an integrated enterprise platform for APIs and web services, locally and across the internet. WSO2 is quite a unique and very new technology, representing a platform of middleware products for integration, API management, identity and access management, and smart analytics. Efficient use of the platform can be boosted by specific, tailor-made trainings which are required to be able to use WSO2.

C. Scope of Services and Expected Outputs

UNDP EDMITE Project is seeking to contract a qualified IT company certified to provide trainings on WSO2. The trainings are destined to the EGC staff, the IT specialists of the “Interoperability Integration Team” and the IT focal points of the government entities meant to be connected to the data exchange and interoperability platform. Particularly, the training must concentrate on WSO2 Enterprise Integrator (EI) usage scenarios such as data services (former DSS) and mediation (former ESB), including some elements of WSO2 EI Analytics and WSO2 EI Tooling. The training must cover installation basics (Java, configuration and logging files, supervisor), data and proxy service creation, enabling service security (username/password and non-repudiation), basic X509 certificates usage, mediation scenarios (such as message transformation and scatter-gather), as well as service deployment, software updates and basic monitoring and troubleshooting at runtime.

The programme of the trainings must be designed envisaging a strong ToT (training of trainers) tool to ensure long-term institutional memory and solid knowledge transfer to other stakeholders.

The IT Company shall carry out the following required necessary activities:

- Develop a training concept;
- Prepare a training curricula and materials;
- Review training curricula by considering the feedback provided;
- Conduct the training;
- Conduct a final evaluation (a quiz) for participants;
- Provide a Training Report.

D. Deliverables and Indicative Timeframe

No	Deliverable	Form of delivery	Period of implementation/ Deadline
1.	Concept/ methodology of the training developed, coordinated with and approved by the UNDP Project and the EGC;	Word format	by October 10, 2017
2.	Training curricula developed, coordinated with and approved by the UNDP Project and the EGC;	Word format	by October 20, 2017
3.	Revised training curricula and materials submitted, in coordination with and upon the approval of the UNDP Project and the EGC;	Word format	by October 27, 2017
4.	Training conducted;	Training	by November 17, 2017
5.	Final evaluation of participants (quiz)	Word format	by November 17, 2017
6.	Training Report, incorporating the analysis of the evaluation results submitted to the UNDP Project and the EGC.	Word format	by November 24, 2017

Trainings specifications:

- Duration – one week, half day (4 hours)
- Nr. of participants – 15 - 20 people
- Profile of the participants – knowledge of SQL and basic definitions of XML/JSON formats
- Training language – English or Romanian (with translation)
- Training materials – English or Romanian

Confidentiality statement

All data and information received from UNDP and EGC management for this assignment is to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference. All intellectual property rights arising from the execution of these Terms of Reference are assigned to UNDP. The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed advance written authorization of the UNDP Project.

Note: Final product (approved training materials) shall be presented on CDs/memory sticks in the requested format.

E. Institutional Arrangement

The company will work under the supervision of the UNDP Senior Project Officer and EGC Chief Information Officer, and in close cooperation with other relevant EGC staff.

For the performance of works the contractor is expected to closely cooperate with the EGC and UNDP Project on development of concrete content.

The payment of the contract will be done in two installments upon delivery and approval of the products 1 to 3 (installment I) and 4 to 6 (installment II). The unit prices shall be **exclusive of VAT**.

F. Timeline

The entire assignment should be accomplished during **October – November, 2017**.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁵

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁶)

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. _____:

TABLE 1 : Offer to Render the Service compliant with Terms of Reference

Item No.	Description	Latest Delivery Date	Total Price per Item
1.	Concept/ methodology of the training		
2.	Draft training curricula and materials		
3.	Final training curricula and materials		
4.	One week-trainings (4 hours during 5 working days)		
5.	Quiz for training participants		
6.	Training Report, incorporating the analysis of the evaluation results		
	Total Prices of Goods⁷		
	Add : Cost of Transportation		
	Add : Cost of Insurance		
	Add : Other Charges (pls. specify)		
	Total Final and All-Inclusive Price Quotation		

TABLE 2 : Estimated Operating Costs (if applicable)

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

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

⁵ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁷ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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. 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.