



**REQUEST FOR QUOTATION**  
**INSTRUCTIONS TO USERS OF THIS DOCUMENT**

1. This document is UNDP's standard Request for Quotation (RFQ) to be used when UNDP solicits Quotations for the procurement of a broad range of goods and standardized services.
2. The RFQ method may be used for any procurement of goods or standardized services below US \$100,000, unless the UNDP Business Unit prefers to use other methods (Invitation to Bid or Request for Proposal) for requirements of lower values, based on justifiable circumstances.
3. Only UNDP staff who are familiar with UNDP's procurement principles, policies and procedures, specifically Procurement staff, must finalize this RFQ. In the unlikely event that a non-procurement staff will be tasked to finalize this RFQ, he/she must be guided by a Procurement staff knowledgeable on the UNDP procurement principles, policies and procedures.
4. This RFQ consists of four (4) parts, namely : (a) The letter of invitation; (b) the Technical Specification which should list the details of the requirements; (c) The Form for Submitting Quotation which is the template that suppliers must follow in submitting their quotes; and (d) The UNDP General Terms and Conditions attached hereto as Annex 3. These contents of the RFQ allow the users to reflect conditions specific to the country/Business Unit, the requirements of the requisitioner, and the nature of the goods needed.
5. UNDP staff preparing this RFQ must fill up the spaces and table cells provided with the necessary and correct information, indicating "N/A" or deleting the row from the table, if not applicable to the requirements. Where there are choices listed, the appropriate choice must be checked/ticked, and the non-applicable options deleted from the list. Additional information may be provided on each table cell, or through additional table rows, as and when the circumstances and the nature of the goods and logistical arrangement requires.
6. It is important that the General Terms and Conditions (GTC, Annex 3) be attached at all times to any and all RFQs to be released by UNDP, and the GTC must be in the .pdf format only.
7. Other instructions pertaining to specific pages and sections of the RFQ have been indicated as footnotes. UNDP staff who will be tasked to finalize this RFQ are requested to pay close attention to them and be guided accordingly.
8. Liquidated Damages (LD) clause refers to the amount which the Contractor must pay UNDP for the damages caused to UNDP resulting from the Contractor's breach of its obligations as per Contract. It is commonly used in the procurement of high-valued goods, but where delays and deviations will cause serious consequences to UNDP, they may also be applied to low-valued goods, if the nature and context of the requirement justifies. The application of LD is optional, as there may be procurement cases where reasonable delays do not pose serious risks.

The purpose of LD is to avoid lengthy discussions and disputes over the amount of actual damages once the aggrieved party (e.g., UNDP) can prove breach of contract.

When imposing LD, the amount must be determined based on good faith, and not as a means to penalize the contractor. The most logical basis therefore is an estimate of the actual damages that will ensue from the breach of the Contract. However, in many cases, that could not be determined. Hence, the best practice has so far been the combined application of the following:

- (a) the use of fixed percentage of the contract value, applicable on the unit of time (e.g., per day or per week) of delay;
- (b) the setting of a reasonable maximum limit of such damages (e.g., up to 10% of the contract value, or up to 60 days of delay); and
- (c) the consequence of exceeding the limit (e.g., termination of contract, cancellation of PO, etc.)

An example of LD clause therefore would be: *"0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated"*.

9. For any questions regarding the use of this RFQ, Procurement Officers may send an email to [psd.info@undp.org](mailto:psd.info@undp.org)

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| <b>IMPORTANT : This first page of the document is intended for UNDP staff only. UNDP staff preparing the final RFQ must ensure that this page is <u>not</u> included in the RFQ that will be transmitted to Prospective Offerors.</b> |
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**REQUEST FOR QUOTATION (RFQ)**  
**(Goods)**

|                                   |                             |
|-----------------------------------|-----------------------------|
| <b>NAME &amp; ADDRESS OF FIRM</b> | <b>DATE: 20 March, 2017</b> |
|                                   | <b>REFERENCE: Q- 039/17</b> |

Dear Sir / Madam:

We kindly request you to submit your quotation for the **Procurement of working aids Home Health Promotion**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **April 6, 2017** and via ☐e-mail, ☐courier mail or ☐facsimile to the address below:

(A): via email to:  
United Nations Development Programme  
South Sudan  
bids.juba@undp.org  
or  
(B): by hand/courier to:  
United Nation Development Programme  
Office Compound, Ministry road, plot #21  
Juba South Sudan  
Ref: Q-39/17  
Attn: Procurement Unit

Quotations submitted by email must be limited to a maximum of 2MB, virus-free and no more than 10 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 your submission for the provision of the above mentioned goods by the deadline August 23, 2016 before 12:00 noon

|   |   |  |
|---|---|--|
| Delivery Terms<br>[INCOTERMS 2010]<br>(Pls. link this to price schedule)                              | ✓ DAP   |  |
| Customs clearance <sup>1</sup> , if needed, shall be done by:   | ✓ <input type="checkbox"/> Supplier   |  |
| Exact Address/es of Delivery Location/s (identify all, if multiple)                                   | UNDP Warehouse – Bor road   |  |
| UNDP Preferred Freight Forwarder, if any <sup>2</sup>   | N/A   |  |
| Distribution of shipping documents (if using freight forwarder)                                       | N/A   |  |
| Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP) | ✓ Maximum of 3 weeks from the issuance of the Purchase Order ( <b>Mandatory</b> )<br>✓ Please indicate your delivery period in your offer |  |
| Delivery Schedule   | ✓ Required and will be applicable depending on each requirement during the transportation   |  |
| Packing Requirements  |   |  |
| Mode of Transport   | <input type="checkbox"/> AIR<br><input type="checkbox"/> SEA  | <input checked="" type="checkbox"/> LAND<br><input type="checkbox"/> OTHER |
| Preferred Currency of Quotation <sup>3</sup>  | <input type="checkbox"/> Local Currency: <b>USD</b>   |  |
| Value Added Tax on Price Quotation <sup>4</sup>   | ✓ Must be exclusive of VAT and other applicable indirect taxes  |  |
| After-sales services required   | <input type="checkbox"/> Warranty on Parts and Labor for minimum Period- <b>One year</b>  |  |
| Deadline for the Submission of Quotation  | COB, <b>Thursday 6 April, 2016</b> and South Sudan Local time   |  |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | ✓ English   |  |
| Documents to be submitted <sup>5</sup>  | ✓ Duly Accomplished Form as provided in Annex 2, and in accordance with the list  |  |

|  | <p>of requirements in Annex 1;</p> <p><b><u>Mandatory requirement</u></b></p> <p>✓ Latest Business Registration Certificate</p> <ul style="list-style-type: none"> <li>• Legal registration of the company in South Sudan</li> <li>• Company Profile</li> <li>• Copies of previous works done for similar job</li> <li>• Must have samples of items for inspection in Juba South Sudan</li> <li>• Other relevant supporting documents</li> <li>• These items must be branded in Juba City not elsewhere</li> <li>• Delivery period is 3 weeks (Mandatory)</li> <li>• The company must have past experience with other clients in Printing</li> </ul> <p>✓ Eligibility Criteria</p> <p>The bidders must demonstrate that they have had three to four years' acceptable prior Experience in printing Materials across South Sudan. This qualification will be satisfied by listing at least 3 clients to whom similar requirements have been provided, in the table below:</p> <p>Failure to provide this information will result in your offer being non-responsive.</p> <table border="1" data-bbox="610 940 1448 1346"> <thead> <tr> <th>Name</th><th>Address &amp; telephone No.</th><th>Year</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | Name | Address & telephone No. | Year |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|------|-------------------------|------|--|--|--|--|--|--|--|--|--|--|--|--|
| Name   | Address & telephone No.  | Year |                         |      |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |      |                         |      |  |  |  |  |  |  |  |  |  |  |  |  |
| <p>Period of Validity of Quotes starting the Submission Date</p> | <p>✓ 60 days</p> <p>90 days</p> <p><input type="checkbox"/> 120 days</p>   |      |                         |      |  |  |  |  |  |  |  |  |  |  |  |  |
| <p>Partial Quotes</p>  | <p>✓ Not permitted</p> <p>✓ Areas of strength will be determined based on past experiences and references obtained.</p>  |      |                         |      |  |  |  |  |  |  |  |  |  |  |  |  |

|  |   |
|--|---|
| Payment Terms <sup>6</sup>   | <input type="checkbox"/> 100% upon complete delivery of Services  |
| Liquidated Damages   |   |
| UNDP will award to:  | only one supplier   |
| Type of Contract to be Signed                                      | <input checked="" type="checkbox"/> Purchase Order  |
| Special conditions of Contract                                     | <input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 1 month  |
| Conditions for Release of Payment                                  | <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ   |
| Annexes to this RFQ <sup>7</sup>                                   | <input checked="" type="checkbox"/> <input type="checkbox"/> Specifications of the Goods Required (Annex 1)<br><input checked="" type="checkbox"/> <input type="checkbox"/> Form for Submission of Quotation (Annex 2)<br><input checked="" type="checkbox"/> <input type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). |
| Contact Person for Inquiries (Written inquiries only) <sup>8</sup> | <i>Williams Diing</i><br><i>Procurement Analyst</i><br><i>williams.diing@undp.org</i><br>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 services provided by contractor.

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/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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your quotation.

Sincerely yours,

**Solomon Kumba**  
*Head of Procurement Unit*  
20 March, 2017

### Technical Specifications

#### *REQUIREMENTS FOR PROCUREMENT OF PRINTING MATERIAL*

| ITEM | DESCRIPTION   | Total Quantity |
|------|---|----------------|
| 1    | MUGS BRANDED WITH MINISTRY OF HEALTH LOGO (REPUBLIC OF SOUTH SUDAN)     | 1000 Pcs       |
| 2    | GUM BOOT BRANDED WITH MINISTRY OF HEALTH LOGO (REPUBLIC OF SOUTH SUDAN) | 979 Pcs        |
| 3    | UMBRELLA BRANDED WITH MINISTRY OF HEALTH LOGO (REPUBLIC OF SOUTH SUDAN) | 1000 Pcs       |
| 4    | PINS  | 1000 Pcs       |

Please make sure that your samples are already for inspection in Juba South Sudan after deadline as indicated in the RFQ.



## Annex 2

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>9</sup>*****(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>10</sup>)***

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. **Q-039/17**

| ITEM      | DESCRIPTION  | QTY  | Unit Price | Total Price |
|-----------|--|------|------------|-------------|
| <b>01</b> | MUGS BRANDED WITH MINISTRY OF HEALTH LOGO (REPUBLIC OF SOUTH SUDAN)      | 1000 |            |             |
| <b>02</b> | GUM BOOTS BRANDED WITH MINISTRY OF HEALTH LOGO (REPUBLIC OF SOUTH SUDAN) | 979  |            |             |
| <b>03</b> | UMBRELLA BRANDED WITH MINISTRY OF HEALTH LOGO (REPUBLIC OF SOUTH SUDAN)  | 1000 |            |             |
| <b>04</b> | PINS   | 1000 |            |             |

|                             |  |  |  |
|-----------------------------|--|--|--|
| Validity of Quotation       |  |  |  |
| Delivery within Three weeks |  |  |  |

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

*[Designation]*

*[Date]*

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## **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.