



REQUEST FOR QUOTATION (RFQ)

Companies	DATE: 11 April 2017
	REFERENCE: RFQ/021/17 – Supply of sewing equipment

Dear Sir / Madam:

We kindly request you to submit your quotation for sewing equipment to Korakul district of Bukhara region, 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 18.00 (GMT 5+), 25 April, 2017 and via e-mail, or courier mail to the address below:

United Nations Development Programme

41/3, Mirabad Street, Tashkent city, 100015, Republic of Uzbekistan
Procurement Unit, Electronic version of your quotation must be sent to
bids.uz@undp.org

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than 2 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected. The following must be on the subject of email with your quotation to be sent to bids.uz@undp.org:

RFQ/021/17 – Supply of sewing equipment

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

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

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP Goods must be transported by the Supplier to the final delivery location in Korakul district of Bukhara
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> UNDP
Exact Address of Delivery Location	Korakul city, Korakul district, Bukhara region, Uzbekistan
Distribution of shipping documents	For International suppliers, the cargo shall arrive to Tashkent city for the name of UNDP CO in Uzbekistan. Delivery to the final point of destination shall be arranged by the Offeror (at Offeror's expense) the moment the goods are cleared from custom duties to be undertaken by UNDP Uzbekistan. If goods are supposed to be exported to the end-user it shall be followed with invoice (2 originals) and packing list (2 originals), with other quality confirmation documents if required. In addition, all documents under INCOTERMS 2010.
Latest Expected Delivery Date and Time	<input checked="" type="checkbox"/> 60 days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Not Required

Mode of Transport	<input checked="" type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Local Currency: Uzbekistan Som (UZS)	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 12 months <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair within 12 months	
Deadline for the Submission of Quotation	25 April, 2017, Tashkent time 18:00 (GMT +5)	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English and/or <input checked="" type="checkbox"/> Russian Bids and supporting documents in other than English or Russian languages must have translated into above either language version.	
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"/> Verified copy of the latest valid business registration certificate of the Offeror's company <input checked="" type="checkbox"/> Manufacturer's Authorization Letter issued in favor of the bidder allowing selling their product to UNDP (if Supplier is not the manufacturer). The same document must demonstrate that the manufacturer takes an obligation to reserve required quantity of goods offered by the bidder for the tender should the bidder selected <input checked="" type="checkbox"/> Company's profile (not more than 3 pages) with detailed information (name of the company, address, contact details etc.) <input checked="" type="checkbox"/> Declaration of owners' interest in other companies in the separate Offeror's company letterhead signed by an authorized person and stamped <input checked="" type="checkbox"/> Contact details (email, telephone, website) of clients whom the bidder supplied similar goods in the last 3 years. At least 3 contracts for supply of goods of similar nature is must <input checked="" type="checkbox"/> Verified copy (sealed) of Financial Reports for 2015 and 2016 year. In the event the Offeror is not authorized to present copy of Financial Reports, then presentment of certificate from servicing bank on absence of debts against third parties and presence of operating assets at least equal to the value of their Bid should be presented <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.), Catalogue with details description of offered product with pictures <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List <input checked="" type="checkbox"/> Document proving presence of service center in Uzbekistan or instruction on application of warranty in case such occurs within warranty period	
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.	
Partial Quotes	<input checked="" type="checkbox"/> not permitted	
Payment Terms	<u>To Local Supplier (Company registered in Uzbekistan):</u>	

	<input checked="" type="checkbox"/> 15% advance payment and 85% final payment will be by bank transfer to the Supplier's account after delivery and acceptance of goods; <u>To Foreign Suppliers (Company registered outside Uzbekistan):</u> <input checked="" type="checkbox"/> 100% payment will be by bank transfer to the Supplier's account after delivery and acceptance of goods.
Liquidated Damages	Will be imposed under the following conditions: <input checked="" type="checkbox"/> Penalty will be applied as percentage of contract price per day of delay: 0.1%, but up to maximum 20% of total contract value <input checked="" type="checkbox"/> Next course of action: penalty and termination of contract and return of advance payment if applicable
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Strong financial position: liquidity ratio for the last two years not less than 1 <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> At least 3 contracts for supply of similar goods successfully performed in the last 3 years. <input checked="" type="checkbox"/> Demonstrated availability of a permanent office reachable via landline telephone and permanent staff of at least 5 persons
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order (PO)
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if amount of penalty for delay in delivery exceeds 20% from total contract value
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	UNDP CO Uzbekistan, Procurement Unit 41/3, Mirabad Street, Tashkent city, Fax: (+998 71) 1203485, pu.uz@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.
Post-qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
Other	Offers submitted by two (2) or more Offerers shall all be rejected if they are found to have <u>any</u> of the following: a) they have at least one controlling partner, director or shareholder in common; or

	<ul style="list-style-type: none"> b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFQ; d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or e) influence on the Offer of, another Offerer regarding this RFQ process; f) they are subcontractors to each other's Offer, or a subcontractor to one Offer also submits another Proposal under its name as lead Offerer; or an expert proposed to be in the team of one Offerer participates in more than one Offer received for this RFQ process. This condition does not apply to subcontractors being included in more than one Offer.
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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 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,

*Procurement Unit
UNDP in Uzbekistan*

Technical Specifications

№	NAME AND DESCRIPTION			
№	Name	Specifications	UOM	Q-ty
1	Industrial sewing machine shuttle stitch with tabletop for sewing light and medium materials	<p>1. Straight line JT 9900Z or equal, Stitch length up to 5 mm, the height of the presser foot up to 13 mm. Applied needles DPx5 (75 * 110). Sewing speed 4500 spm. Induction motor at the bottom of the table, engine power 220 watts. 400W.</p> <p>2. Warranty: at least 12 months</p> <p>3. Documents of equipment</p> <ul style="list-style-type: none"> a) Certificates of quality and conformity b) Operation manual c) Technical passport. <p>Picture for Reference:</p> 	Pcs	2
2	Sewing machine with flat platform with tabletop for tailoring and bending on products with built-in direct servomotor	<p>1. JT 888 FQ-Z or equal, Positioning the needles in the up position. The value of the differential feed is (0.6-1.3). Stitch length - up to 4,5 mm. The height of the presser foot is 6.3 mm. Automatic lubrication. The maximum sewing speed is up to 6000 rpm. The basic distance between the needles of this model is 5.6 mm, it is adjustable by replacing the kit. Sewing needle UY 128 GAS. The motor power is 220W. 550W, energy saving up to 70%.</p> <p>2. Warranty: at least 12 months</p> <p>3. Documents of equipment</p> <ul style="list-style-type: none"> a) Certificates of quality and conformity b) Operation manual c) Technical passport. <p>Picture for Reference:</p>	Pcs	2

				
3	High-speed overlock with built-in energy-saving servo motor with tabletop	<p>1. Overlock 4 threads JT 766-4Z or equal, It is intended for sewing edges of details of sewing products from cotton, woolen, silk, linen, synthetic, knitted fabrics with simultaneous trimming of edge. HR oil leakage protection system, needle positioner. The width of the marking is 4 mm, the length is 0,6-3,8 mm. The value of the differential feed is (0.7-2). Stitch length - up to 4,2 mm. Lifting height of the foot is 5.5 mm. The maximum sewing speed is up to 7500 st / min. Sewing needle DCx27 # 11 Motor power 220W. 550W. LED backlight, energy saving up to 70%.</p> <p>2. Warranty: at least 12 months</p> <p>3. Documents of equipment</p> <p>a) Certificates of quality and conformity</p> <p>b) Operation manual</p> <p>c) Technical passport.</p> <p>Picture for Reference:</p> 	Pcs	2
4	Iron with a barrel of capacious. 2.5L	WJ-96B or equal	Pcs	2
5	Disc Knife	JT 100 or equal	Pcs	2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

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/021/17

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

Items to be supplied	Q-y	Description/Specification s of Goods	Latest Delivery Date	Unit Price (CURRENCY _____)	Total Price (CURRENCY _____)
Industrial sewing machine shuttle stitch with tabletop for sewing light and medium materials	2				
Sewing machine with flat platform with tabletop for tailoring and bending on products with built-in direct servomotor	2				
High-speed overlock with built-in energy-saving servo motor with tabletop	2				
Iron with a barrel of capacious. 2.5L	2				
Disc Knife	2				
Total Prices of Goods:					
Add: Cost of Transportation:					
Add: Cost of Insurance:					
Add: Other Charges (pls. specify):					
Total Final and All-Inclusive Price Quotation					

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Terms of supply of equipment at final destination			
Delivery lead time			
Terms of Payment			
Warranty and After-Sales Requirements			
a) Minimum one (1) year warranty on both parts and labor			
b) Service Unit to be Provided when the Purchased Unit is Under Repair			
All Provisions of the UNDP General Terms and Conditions			
Other requirements [pls. specify]			

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

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

[Designation]

[Date]

General Terms and Conditions**1. ACCEPTANCE OF THE PURCHASE ORDER**

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

2. PAYMENT

2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

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

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

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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