



REQUEST FOR QUOTATION (RFQ)

(Long Term Agreements for the Provision of Hotel Services inside Kathmandu Valley for conducting national and international workshops, meetings, seminars and accommodation services to UNDP and its project office)

NAME & ADDRESS OF FIRM	DATE: April 18, 2018
	REFERENCE: UNDP/RFQ/06/2018

Dear Sir / Madam:

We kindly request you to submit your quotation **for entering into Long Term Agreements for the provision of hotel services inside Kathmandu Valley for conducting national and international workshops, meetings, seminars and accommodation services to UNDP and its project offices**, 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 30, 2018** and via (choose appropriate box), ☒ ***courier mail*** to the address below:

**United Nations Development Programme
United Nations House
Pulchowk, Lalitpur, Nepal
Registry Unit**

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

Please take note of the following requirements and conditions pertaining to the supply of the above mentioned services.

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	Not applicable (N/A)
Customs clearance, if needed, shall be done by:	N/A
Exact Address/es of Delivery Location/s (identify all, if multiple)	N/A
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency: NPR <input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	COB, Monday, April 30, 2018 and 1700hrs
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others <i>[pls. specify, including dialects, if needed]</i>
Mandatory Document to be submitted (bids without these documents will lead to disqualifications)	<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"/> Latest Business Registration Certificate <input checked="" type="checkbox"/> Valid Proof of VAT registration or PAN whichever is applicable <input checked="" type="checkbox"/> Hotel brochure with published traffic rates and <input checked="" type="checkbox"/> Hotel category to be mentioned in Annex 2 (5 Star, 4 Star, 3 Star, etc.)
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> One year (Long Term Agreement), extendable for two additional years, upon mutual agreement 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 Proposer shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon completion and certification of services

	<input type="checkbox"/> Others <i>[pls. specify]</i>
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> If price found to be quoted in USD, UNDP will use its prevailing official exchange rate at the time of bid evaluation. <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i> <input checked="" type="checkbox"/> Only 3 star hotels and above will be eligible
UNDP will award to:	<input type="checkbox"/> One and only one supplier <input checked="" type="checkbox"/> One or more Supplier, depending on the following factors: Long Term Agreements will be signed with suppliers meeting eligibility criteria.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type/s of Contract <i>[pls. specify]</i>
Conditions for Release of Payment	<input checked="" type="checkbox"/> Certification on completion of hotel services by the Project or UNDP
Annexes to this RFQ	<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 type="checkbox"/> Others <i>[pls. specify, if any]</i> 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)	<p><i>Procurement Unit</i> <i>UNDP Nepal</i> Email: query.procurement.np@undp.org</p> <p>Written inquiries must be submitted on or before 12:00 noon, 23 April 2018. UNDP shall respond to the inquiries through a bulletin by the next working day. Inquiries received after the above date and time shall not be entertained. Kindly ensure you have quoted the RFQ reference number in the subject line.</p> <p>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.</p>

Services 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 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.

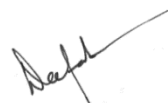
Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about 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.

Yours sincerely,



Deepak Shrestha
Procurement Analyst, Procurement Unit

HOTEL SERVICES Terms of Reference (TOR)

1.0 Background:

The United Nations in Nepal wishes to enter into Long Term Agreements with a number of hotels located inside Kathmandu Valley for conducting national and international workshops, trainings, meetings, seminars for UNDP and its project offices.

The UN is soliciting quotations from hotels with relevant experience and qualifications to provide these services. The bidding company should be legally constituted and formally registered in Nepal.

2.0 Contract Duration:

The initial duration of the Long Term Agreement will be for one year with the possibility of extension for maximum additional two years on an annual basis, subject to satisfactory performance and mutual agreement between the parties.

3.0 Scope of Work:

3.1 General:

- Provide hospitality services for conducting workshops, seminars, trainings etc. on as and when required basis.
- Provide guidance on conference hall arrangements, suggest menus for different event.
- Provide accommodation to the national and international guest/visitor (holding residential visa) on as and when required basis.

3.2 The Contractor shall provide its services to the UNDP on a priority basis throughout the contractual period;

3.3 The Contractor shall provide necessary equipment, facilities, qualified personnel, expertise and other necessary means to perform their duty of conducting workshops/seminars and related services in accordance with the best commercial practice;

3.4 The estimated number of workshop/trainings/seminars planned to take place in Nepal would be around 200 events per year. However, the UNDP does not guarantee any minimum volume of workshops, trainings, seminars, etc. to be handled by the Contractor and UNDP may wish to contract several contractors based on the requirement of UNDP.

3.5 It will be the responsibility of the contractor to pay for all the service charges levied by the government if any;

3.6 The Contractor shall prepare separate statements of expenses for all individual events conducted in their respective hotels and submit them along with invoice to the UNDP after delivery of service;

3.7 The prices should be indicated as detailed as possible in the Request for Quotation in order to avoid any misunderstanding.

3.8 UNDP shall make the payment after verifying the actual number of the participants attending workshops, training against the attendance sheet and the requisition. UNDP shall inform the Contractor in case of deviation in number of pax after noticing so;

- 3.9 The Contractor shall work in close cooperation and coordination with the authorized representatives designated by the UNDP while conducting the events as requested by UNDP.
- 3.10 The Contractor and its employees shall neither seek nor accept instructions from any authority external to the UN Agencies in connection with the performance of their duties and shall refrain from any action which may adversely affect the agencies;
- 3.11 The Contractor should delegate at least one personnel to serve as a focal point to deal with the UNDP. The Contractor shall provide the name of two Employees who would be assigned to the job.

4.0 Special Arrangement

The Contractor shall have the required facilities and experience in providing similar kinds of services. Similarly, the contractor shall have the system in a place to ensure that all events are smoothly handled with professionalism.

5.0 Personnel

The Contractor shall provide the services of the experienced personnel having an experience of at least 2 years in this field.

6.0 Award Criteria:

The UNDP will issue Long Term Agreements to the lowest priced technically qualified bidders. The Purchaser reserves the right to accept or reject any quotation, to annul the solicitation process and reject all quotations at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.

7.0 Settlement of Disputes

7.1 Amicable Settlement

Both parties (UNDP and the Hotels) shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract 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.

7.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article 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.

8. ENTITLEMENT AND BENEFIT

The company will be paid as agreed and stated in the contract document for the hotel services provided to the UNDP. It is the responsibility of the company to provide remuneration and any other perks in accordance with its established rules and regulations for staff benefit, but by no means less than the labor rate determined by the Government of Nepal.

It is the responsibility of the company, not UNDP, to provide all such benefits applicable as insurance, leave, gratuity, and workmen's compensation etc. The company shall further assume such full responsibility of its staffs at all times as injury, bodily dismemberment or death during the

course of performance of the duties and shall keep the UNDP free or harmless of any such occurrence.

It should further be understood that it is the responsibility of the hiring company to pay taxes or any other kind of liabilities that may be incurred in connection with these services and that the company is accountable to the government of Nepal. UNDP does not take any responsibility for payment of any kind of tax or other liabilities that are likely to result in due to this service provision.

9. TERMINATION

The contract can be terminated by giving a three months advance notice by one party (UNDP or the company of its intension to do so to other party (UNDP Company) in writing and acceptance of the same by the other party. However, the contract will render the automatic premature termination in case of breach of terms and conditions mentioned in the Terms of Reference (TOR), and the contract document.

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. _____:

1. Name of the Hotel: _____

2. Location: _____

3. Please indicate the business type:

Hotel	
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4. Please tick in the appropriate item how your hotel/resort has been rated:

Star category	5 Star	4 Star	3 Star

5. Total number of rooms available for accommodation: _____

SR#	Description	Published Rate (Per person)	Per person rate (special discounted rate offered for UNDP in Nepal)	Remarks
		*in NPR	*in NPR	
A.	Workshop Package			
i	Full board (Room+Breakfast+Lunch+Dinner+2 Time Tea/Coffee/Mineral sealed bottled water on TWIN Sharing basis)			
ii	Full board (Room+Breakfast+Lunch+Dinner+2 Time Tea/Coffee/Mineral sealed bottled water on SINGLE Sharing basis)			
iii	Day Workshop (Lunch+ 2time Tea/Coffee/Mineral sealed bottled water)			
iv	High Tea (Options of menu with same rate to be attached)			
	Breakdown of workshop package			
	Room – Twin Sharing Standard (Room only)			
	Room – Single Occupancy Standard (Room only)			
	Breakfast			
	Lunch			
	Dinner			
	Tea/Coffee			
	Tea/Coffee with cookies			
	Mineral sealed bottled water			

		Published Rate		Special discounted rate offered for UNDP in Nepal		Remarks
B.	Accommodation only (for National/Residential Visa Holders and International guest (Non- Residential Visa Holders))	NPR National/Residential Visa Holders	USD International guest (Non-Residential Visa Holders)	NPR National/Residential Visa Holders	USD International guest (Non-Residential Visa Holders)	
	Room - Twin Sharing (Standard)					
	Room - Twin Sharing (Deluxe)					
	Room - Single Occupancy (Standard)					
	Room - Single Occupancy (Deluxe)					
	Room - Triple Sharing (Standard)					
	Room - Triple Sharing (Deluxe)					
C.	RECEPTION	*in NPR	*in NPR			
	Reception (Snacks only – options of menu with same rate to be attached)					
	Reception Dinner (Snacks & Dinner only – options of menu with same rate to be attached)					
D.	Relevant charges and TAX					
	Service Charge Applicable (Y/N)					
	VAT Applicable (Y/N)					

*Note: Please be specific in "Remark" column if your hotel has different type of room than specified in the Type of Room in this table.

6. Conference hall and related facilities

No. of Conference rooms/halls Available	Hall/Room Setup and Maximum Capacity (please mention/capacity number)					
	U Shape	Boardroom	Reception	Banquet	Theatre	Classroom
Hall/Meeting Room Name						
Hall/Meeting Room Name						
Hall/Meeting Room Name						
Hall/Meeting Room Name						

7. Other Facilities and Cost

Description of Facilities	Available (Y/N)	Cost if applicable per day (NRS)
Room Service		
Business Centre		
Email/Internet/Wi-Fi Connection		
Table Microphones		
Laptop		
Printer		
Overhead/Slide Projector		
LCD projector with screen and laptop computer		
White board with board markers		
Flip chart with board markers		

Note: If price found to be quoted in only USD, UNDP will use its prevailing official exchange rate at the time of bid evaluation.

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.