

REQUEST FOR QUOTATION (RFQ) (Goods)

	DATE: November 16, 2012
	REFERENCE: UNDP/Projects/1032/2012

Dear Sir / Madam:

We kindly request you to submit your quotation for the procurement of **one (1) mobile wheeled drum-type wood crusher (chipper)**, 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 December 17, 2012, 18.00 local (Minsk) time and via ☒e-mail, ☒courier mail or ☒facsimile to the address below:

United Nations Development Programme
220050, Republic of Belarus, Minsk, Kirov str., 17, 6th floor
Katsiaryna Aheichava, Receptionist
+375 17 226 03 40 (fax), tenders.by@undp.by

Quotations submitted by email must be limited to a maximum of 7MB, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

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

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP Mosty, Grodno Region, Republic of Belarus
Customs clearance, if needed, shall be done by	<input checked="" type="checkbox"/> UNDP

Exact Address/es of Delivery Location/s (identify all, if multiple)	Mosty RUP ZhKH, 231600, Republic of Belarus, Grodno Region, <u>Mosty, 40 Let BSSR str., 8</u> or <u>Mosty, Sovetskaya str., 111</u>	
UNDP Preferred Freight Forwarder, if any	Not applicable	
Distribution of shipping documents	Shipping documents should be sent to the address: UN/UNDP Office in Belarus (project 00076991), 220050, Belarus, Minsk, Kirova str., 17, 6th floor, Copies of the documents should be sent to the e-mail address: sergei.bobrovskih@undp.by	
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> 90 days from the issuance of the Purchase Order (PO)	
Delivery Schedule	<input checked="" type="checkbox"/> Not Required	
Packing Requirements	Packing must ensure undamaged delivery of all items	
Mode of Transport	<input checked="" type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input checked="" type="checkbox"/> SEA	
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollar <input checked="" type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency: Belarusian Ruble. The contract will be signed and the payment will be made in the currency of submitted quotation	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes. The price proposals of the offerors, non-residents of the Republic of Belarus shall not include VAT. In the price proposals of the offerors, residents of the Republic of Belarus, VAT, if included, shall be clearly indicated in the price proposal. In such a case, VAT, if any, will be paid to the Supplier and reimbursed to UNDP by the Ministry of Finances of the Republic of Belarus	
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 12 months from the delivery date. Brand new replacement if purchased unit is beyond repair shall be done by the Supplier <input checked="" type="checkbox"/> Technical Support	
Deadline for the Submission of Quotation	18.00, Monday, December 17, 2012 local (Minsk) time	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Russian, Belarusian	
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"/> Duly Completed Annex 1; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);	

	<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 (Annex 2); <input checked="" type="checkbox"/> Company Background Information (Annex 3); <input checked="" type="checkbox"/> Documentation confirming technical parameters of the offered goods; <input checked="" type="checkbox"/> Conditions for warranty and after sales service for the offered goods (term for replacement or repair of the defective product/parts, etc. (the Supplier/Supplier's authorized representative should ensure repair of defective product, if needed, at its location) and information on a Manufacturer's authorized agent (name, location, contact details) in the product's destination country or nearest to it responsible for providing warranty service and after sales service) (Annex 3); <input checked="" type="checkbox"/> List of recommended spare parts and details of the nearest distributor
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	<input checked="" type="checkbox"/> 100% upon complete delivery of goods
Liquidated Damages	<i>0.5% of contract amount for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated</i>
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price, comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
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
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 calendar days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirement
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 4). <input checked="" type="checkbox"/> Others: Company background information form (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)	<i>Sergei Bobrovskih</i> <i>Procurement Specialist, EU/UNDP Project "Support to the development of a comprehensive framework for international environmental cooperation in the Republic of Belarus"</i> <i>sergei.bobrovskih@undp.by</i> 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
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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 4.

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,
Iryna Dubouskaya
Procurement Analyst
November 16, 2012

Technical Specifications

Mobile wheeled drum-type wood crusher (chipper) is intended for chipping branches, limbs and tops of trees, bushes, wood waste, deadwood up to 300mm in diameter for obtaining of green chips. Feeding of the raw material into the crusher (chipper) is to be done manually. The size of produced chips depends on the size of the cells of the exchangeable sieves. Chips are ejected vertically through a rotating discharge chute onto the collection site.

Place of operation: public places and recreation areas in Mosty town and Mosty District, Grodno Region, Republic of Belarus.

Quantity of mobile wheeled drum-type wood crushers (chippers) to be supplied and delivered to Mosty, Grodno Region, Republic of Belarus – 1 unit.

Item to be Supplied	Quantity	Description / Specifications of Goods (required)	Description / Specifications of Goods (offered) <i>Please indicate parameters of the offered goods</i>
Mobile wheeled drum-type wood crusher (chipper)	1 unit	Model, manufacturer, country of origin	<i>Please indicate model, manufacturer, country of origin of the offered goods</i>
		1. Type: Mobile towed wheeled drum-type device (mobile crusher (chipper)) with internal combustion engine which provides for the operation of the mobile crusher (chipper); intended for crushing/chipping of wood waste and obtaining of green chips for further composting; operational at temperature range from -30°C to +35°C;	
		2. Year of manufacture: 2012-2013 (brand new);	
		3. Chassis:	
		3.1. Type, number of axles: One-axle or two-axle with rear hydraulic jacks;	
		4. Ground clearance, mm: Not less than 500;	
		5. Crusher (chipper) features:	
		5.1. Engine: Crusher (chipper) own engine;	<i>Please indicate engine model</i>
		5.1.1. Type: Internal combustion, diesel;	
		5.1.2. Horsepower, HP: 120 - 150;	
		5.2. Output, m³/hour: 20 - 30;	
		5.3. Maximum diameter of the processed raw material, mm: 300;	
		5.4. Mode of raw material loading: Horizontal	

		loading;	
		5.5. In-feed hopper opening:	
		5.5.1. Width: mm; Not less than 600;	
		5.5.2. Height, mm: Not less than 400;	
		5.6. Length of in-feed table, mm: Not less than 1000;	
		5.7. Chipping mechanism: Cutting drum with not less than 4 blades;	
		5.8. Type of chipped wood: Green chips;	
		5.9. Size of chips, mm: 5 – 50;	
		5.10. Mode of chips ejection: Vertical, through discharge chute;	
		5.11. Angle of rotation of swivel discharge chute for chips ejection, degrees: Not less than 270;	
		5.12. Easily exchangeable sieves for various sizes of chips, nos.: 3;	
		5.13. Size of sieves' cells, mm: 25/25, 35/35, 45/45;	
		5.14. Hydraulic drive of the feeding unit with engine load control: Available;	
		5.15. Stepless feeding speed adjustment: Available;	
		5.16. Emergency stop system: Available;	
		5.17. Engine start blocking system for removed guarding/protection: Available;	
		5.18. Air pre cleaner: Available;	
		6. Coating: Resistant to mechanical and chemical impact;	
		7. Standard tool kit: Available;	<i>Please confirm provision with the supplied goods</i>
		8. Operating and maintenance manuals: A set of manuals in English, Russian or Belarusian (to be provided with the equipment);	<i>Please indicate the language of manuals</i>
		9. Troubleshooting manuals: A set of manuals in English, Russian or Belarusian (to be provided with the equipment);	<i>Please indicate the language of manuals</i>

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

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.UNDP/Projects/1032/2012

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

Item No.	Description/Specification of Goods	Quantity, Unit of measure	Latest Delivery Date	Unit Price	Total Price per Item
1	Mobile wheeled drum-type wood crusher (chipper) (as per the technical specifications of Annex 1)	1 unit			
2	Chipping blades	4 sets			
3	Oil filters	2 pcs			
4	Air filters	2 pcs			
5	Fuel filters	2 pcs			
6	Hydraulic system filters	2 pcs			
7	Spare wheel	1 pc			
	Total Price of Goods				
	Add : Cost of Transportation				
	Add : Other Charges (VAT amount and rate, if applicable)				
	Total Final and All-Inclusive Price Quotation (DAP Mosty, Grodno Region, Belarus)				
	Country of origin				
	Estimated weight/volume/dimension of the Consignment				

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

TABLE 2 : 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>
Delivery Lead Time <i>[not later than 90 days from the date of issuance of the Purchase Order (PO)]</i>			
Terms of Delivery Incoterms 2010 <i>[DAP Mosty, Grodno Region, Belarus]</i>			
Warranty and After-Sales Requirements			
a) Minimum twelve (12) months warranty on both parts and labor			
b) Brand new replacement if Purchased Unit is beyond repair			
Validity of Quotation <i>(not less than 60 days starting from the Submission Date)</i>			
All Provisions of the UNDP General Terms and Conditions (Annex 4)			

We hereby declare of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.

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]

Company Background Information

Each legal entity or individual enterpriser submitting the quotation shall complete the form:

1	<i>Name of Offeror:</i>	
2	<i>Address:</i>	
3	<i>Telephone number:</i>	<i>e-mail:</i>
4	<i>Fax Number:</i>	<i>Contact Person:</i>
5	<i>Country of Registration:</i>	<i>Registration Year:</i>
6	<i>Name of Body Issuing registration certificate:</i>	
7	<i>Name and Position of the Head of Company/Organization:</i>	
8	<i>Contact Person under the Offer:</i>	
9	<i>Bank Details:</i>	
10	<i>Conditions for warranty and after sales service for the offered goods (term for replacement or repair of the defective product/parts, etc. (the Supplier/Supplier's authorized representative should ensure repair of defective product, if needed, at its location) and information on a Manufacturer's authorized agent (name, location, contact details) in the product's destination country or nearest to it responsible for providing warranty service and after sales service):</i>	

[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.