



REQUEST FOR QUOTATION (RFQ) (from companies in Viet Nam)

**REFERENCE: Renting articulate boom-lift and Personal lift for
Green One UN House (GOUNH)**

DATE: July 30, 2018

Dear Sir / Madam:

We kindly request you to submit your quotation for Renting articulate boom-lift and Personal lift for Green One UN House (GOUNH), 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 **August 8, 2018** to the address below:

United Nations Development Programme
304 Kim Ma Street, Hanoi
Ms. Luu Ngoc Diep, Procurement Associate
Tel: 04-38500200; Email: luu.ngoc.diep@undp.org

Quotations submitted by email must be limited to a **maximum of 07 MB per email**, virus-free and no more than 05 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] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input checked="" type="checkbox"/> Other : installation
Exact Address/es of Delivery Location/s (identify all, if multiple)	304 Kim Ma, Hanoi
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency (Vietnam Dong) For the purposes of comparison of all Proposals: UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the proposal submission deadline.

Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	COB, <i>Wednesday, August 08, 2018 and Hanoi time</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Company profile <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the requirements in Annex 1; <input checked="" type="checkbox"/> List of clients of similar sized projects <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.) if any;
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 90 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	Full payment of the renting service value be paid upon completion of the services in the TOR with satisfactory acceptance by Facility Management.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements <ul style="list-style-type: none"> - Pass mandatory requirements - Obtaining from 70% of total technical scores upwards - Offering lowest price <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>
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
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods and other requirements (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (<i>Annex 2</i>) <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) ¹	Ms. Luu Ngoc Diep Procurement Associate Tel: 38500200 Email: luu.ngoc.diep@undp.org Any delay in UNDP's response shall be not used as a reason for extending

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

	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 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,

Tran Thi Hong
Head, Procurement Unit

Annex 1

TERMS OF REFERENCE

Title: Renting articulate boom-lift and Personal lift
Project: Equipment for the cleaning service at Green One UN House (GOUNH)
Duty Station: 304 Kim Ma, Hanoi
Duration: One month

1. GENERAL BACKGROUND

Green One UN House has requirement to rent equipment to support the cleaning service at Green One UN House (GOUNH) which includes:

- One **articulate boom-lift** for one month which is expected to start from 1 September 2018 and
- One **personal lift** for one month which is expected to start from 1 October 2018

2. SPECIFICATIONS OF THE BOOM-LIFT

The boom lift must have the following specifications:

Measurements	Requirement
Maximum working height	Higher than 20m
Maximum Platform height	Higher than 18m
Maximum Horizontal reach	Higher than 12m
Safe workload	Higher than 200 kg
Platform length	Higher than 0.9 m
Platform width	Higher than 2.3m
Height - stowed	Lower than 2.56m/2.9m
Length - stowed	Lower than 9.3m/7.6m
Width	Lower than 2.55m
Wheelbase	Lower than 2.55m
Ground clearance - center	Higher than 0.3m
Weight (kg)	Lower than 11,000
Power Source	Diesel Engine or any green power source

The personal lift must have the following specifications:

Measurements	Requirement
Maximum working height (m)	14.3
Maximum height of platform (m)	12.3
Safe working load (kg)	136
Weight (kg)	472
Power Source (V)	AC 220/battery
Platform Size (m)	0.69 x 0.66
Length (m)	1.42
Width (m)	0.74
Height -stowed (m)	2.78
Weight –stabilized (kg)	2.06
Length –stabilized (m)	2.26
Tilt bar (m)	2.97 x 1.98

3. SUPPLIER RESPONSIBILITY:

- Provide equipment use training for 03 GOUNH staffs
- The equipment must be in good working condition
- Equipment must comply with the required and minimum safety requirements, and certification to be shown to the UN. It must be issued by the local authority.
- Provide evidence of the insurance for the lift
- To agree that maintenance and repairing of the lift when the lift is broken down is the responsibility of the supplier.
- During the service period, supplier must fix the defect of the lift within 24 hours after defect notice from GOUNH.
- Transport the lift to and from GOUNH

4. SERVICE SUPPLIER QUALIFICATION:

The service supplier should possess:

- 3 year experience in the renting service of the said machine
- The renting machine is less than 3 years old.
- Agree with the supplier responsibility, stated in the previous paragraph (3)

5. DURATION OF SERVICE:

The renting service is required for one calendar month and is expected to be performed following time schedule as below:

- One articulate boom-lift for one month which is expected to start from 1 September 2018 and
- One personal lift for one month which is expected to start from 1 October 2018

The service times may be subject to change following UN requirement, Green One UN House (GOUNH) will inform the selected provider of the time schedule 2 weeks before the service starting date

Service location: 304 Kim Ma, Hanoi

6. REVIEW TIME REQUIRED AND PAYMENT TERM

Full payment of the renting service value be paid upon completion of the renting service with satisfactory acceptance by Facility Management.

Evaluation Criteria:

Mandatory condition:

1. 3 year experience in the renting service of the said machine
2. Agree with the supplier responsibility, stated in the previous paragraph (3)
3. The renting lift must meet the specifications, stated in previous paragraph (2)

Qualifications	Score
Experience in the renting service of the said machine (Supplier who has maximum number of years of experience will obtain 500 points)	500
The renting machine is less than 3 years old.	500

(Supplier who offers the newest machine will obtain 500 points)	
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A two-stage procedure is utilized in evaluating the submissions, with evaluation of the technical components being completed prior to any price proposals being opened and compared. The price proposal will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical component.

The technical component is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

Submission passed technical evaluation with the lowest price proposal will be selected.

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery²)

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 for “**Renting articulate boom-lift and Personal lift for Façade Cleaning in Green One UN House (GOUNH), at 304 Kim Ma, Ba Dinh, Hanoi**”:

Duration: One month in September 2018 for articulate boom-lift and One month in October 2018 for personal lift.

1. SPECIFICATIONS BY OUR COMPANY FOR THIS SERVICE

a. Articulate boom-lift

Measurements	UNDP REQUIRED Metric	METRICS/SPECS OF BOOM LIFT PROVIDED BY THE COMPANY
Maximum working height	Higher than 20m	
Maximum Platform height	Higher than 18m	
Maximum Horizontal reach	Higher than 12m	
Safe workload	Higher than 200 kg	
Platform length	Higher than 0.9 m	
Platform width	Higher than 2.3m	
Height - stowed	Lower than 2.56m/2.9m	
Length - stowed	Lower than 9.3m/7.6m	
Width	Lower than 2.55m	
Wheelbase	Lower than 2.55m	
Ground clearance - center	Higher than 0.3m	
Weight (kg)	Lower than 11,000	
Power Source	Diesel Engine or any green power source	

b. Personal lift

Measurements	UNDP REQUIRED Metric	METRICS/SPECS OF BOOM LIFT PROVIDED BY THE COMPANY
Maximum working height (m)	14.3	
Maximum height of platform (m)	12.3	
Safe working load (kg)	136	
Weight (kg)	472	
Power Source (V)	AC 220/battery	
Platform Size (m)	0.69 x 0.66	
Length (m)	1.42	
Width (m)	0.74	
Height -stowed (m)	2.78	
Weight –stabilized (kg)	2.06	
Length –stabilized (m)	2.26	

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Tilt bar (m)	2.97	1.98	
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2. SUPPLIER RESPONSIBILITY:

We agree to fulfil the below responsibility

Supplier Responsibility	Comply (Yes/No)	Required attachments/information proven meeting the requirements
Provide equipment use training for 03 GOUNH staffs		
The equipment must be in good working condition		
Equipment must comply with the required and minimum safety requirements, and certification to be shown to the UN. It must be issued by the local authority.		Safety certificate or equivalent
Provide evidence of the insurance for the lift		
To agree that maintenance and repairing of the lift when the lift is broken down is the responsibility of the supplier.		
During the service period, supplier must fix the defect of the lift within 24 hours after defect notice from GOUNH.		
Transport the lifts to and from 304 Kim Ma, Ba Dinh		

3. SERVICE SUPPLIER QUALIFICATION:

The service supplier should possess:	Comply (Yes/No)	Required attachments
3 year experience in the renting service of the said machine. Please provide evidence		List of renting services contract during the past 3 years with client names, contract dates and values
The renting machine is less than 3 years old. Please provide evidence.		Purchase order of the machine or equivalent docs showing year of purchase
Agree with the supplier responsibility, stated in the previous paragraph (3).		

4. DURATION OF SERVICE:

We agree to provide this renting machine for the GOUNH for One month in September 2018 for articulate boom-lift and One month in October 2018 for personal lift;

Service location: 304 Kim Ma, Ba Dinh, Hanoi

5. REVIEW TIME REQUIRED AND PAYMENT TERM

We accept full payment of the renting service value upon completion of the renting service with satisfactory acceptance by FM.

6. FEE FOR THIS RENTING SERVICE

The total fee for renting this machine and for fulfilment of all the requirements in the TOR is VND.....(taxes included). Below is the cost breakdown of this lumpsum offer

Cost break down

	<u>Descriptions of all cost components</u>	<u>Unit price (VND)</u>	<u>Total (VND)</u>
<u>1</u>	<u>Pls list all cost components</u>		
<u>2</u>			
<u>3</u>			
<u>4</u>	<u>VAT</u>		
<u>5</u>	<u>Total</u>		

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[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.