

REQUEST FOR QUOTATION (RFQ)

	DATE: 19 August 2019	
NAME & ADDRESS OF FIRM		
	REFERENCE: ENPARD III	

Dear Sir / Madam:

We kindly request you to submit your quotation for **supply of equipment for home production of canned goods within the framework of ENPARD III community sub-grants** as detailed in Annex 1 (Technical Specifications) of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations must be submitted in sealed and stamped envelope before <u>15:00 p.m., 03 September</u>, <u>2019</u> via *Courier mail or A* hand delivered to the address below: [indicate the deadline for submission]

United Nations Development Programme

21, Aiaaira str., Sukhum/i Ms. Irina Khvartskia +7 940 772 2446; irina.khvartskia@undp.org

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline in sealed envelope. 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 provision of the abovementioned goods:

	⊠ DAP	
Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)		

Quartering of the	1	
Customs clearance, if needed, shall be done by:	N/A	
Exact Address/es of Delivery Location/s (identify all, if multiple)	97, Dobrovoltsev str	, Gudauta
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A	
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	⊠ 45 days from the	issuance of the Purchase Order (PO)
Delivery Schedule	⊠Not Required	
Packing Requirements	N/A	MIAND
Mode of Transport	□ AIR □SEA	□ OTHER [pls. specify]
Preferred Currency of Quotation	⊠United States Doll	
Value Added Tax on Price Quotation	Must be exclusive	e of VAT and other applicable indirect taxes
After-sales services required	⊠Warranty for min	imum period of 1 year
Deadline for the Submission of Quotation	15:00 p.m, <i>Tuesday,</i>	September 03, 2019
All documentations, including catalogs, instructions and operating manuals, shall be in this language	⊠ Russian or/and Er	nglish
	with the list of requir Latest Business Re	d Form as provided in Annex 2, and in accordance rements in Annex 1; gistration Certificate ; venue Certificate / Tax Clearance;

	 General information (company name, address, profile, letter of registration) Company profile, capability, experience and qualification (please fill form Annex 4) Details on warranty/guarantee conditions. Bidders must provide warranties on items requested as indicated in the attached technical specifications at least 1 year. Bank details (Bank title, code, account number)
Period of Validity of Quotes starting the Submission Date	☑ 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	⊠ Not permitted
Payment Terms	☑ 100% upon complete delivery of goods and submission of the final invoice.
Liquidated Damages	The liquidated damages for delay shall be 1% of the price of the PO per week of delay, up to a maximum of 10% of the Final price of the PO.
Evaluation Criteria [check as many as applicable]	 Technical responsiveness/Full compliance to requirements and lowest price Comprehensiveness of after-sales services Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criteria and cannot be deleted regardless of the nature of services required]
UNDP will award to:	☑ One and only one supplier
Type of Contract to be Signed	Purchase Order
Special conditions of Contract	Cancellation of PO/Contract if the delivery/completion is delayed or is not satisfactory.
Conditions for Release of Payment	☑ Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	 Specifications of the Goods Required (Annex 1) Form for Submission of Quotation (Annex 2) General Terms and Conditions / Special Conditions (Annex 3).

	 Others; Company profile, capability, experience and qualification (please fill form Annex 4) 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)	Irina Khvartskia 21, Aiaaira str., Sukhum/i Irina.khvartkia@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.

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.

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: <u>http://www.undp.org/procurement/protest.shtml</u>.

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: <u>http://www.un.org/depts/ptd/pdf/conduct_english.pdf</u>

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Federica Dispenza Save

UNDP Project Manager

August 19, 2019

#	Technical description	Unit	Q-ty	Latest Delivery Date
	Stainless steel production tableDimensions: 600x600x870countertop - stainless steel, solid stainless steel shelf - solid, frame - stainless steel. (at least one year	bcs	2	25.10.2019
	warranty)			
2	Three-section washing tank	pcs	1	25.10.2019
	Material: stainless steel.			
	3 sections			
	Capacitor material: Stainless Steel			
	Frame Material: Stainless Steel, (at least one year warranty)			
m	Electric stove with oven and 6 plate	pcs	1	25.10.2019
	The stove is equipped with six cast iron burners.	6		
	Oven has 4 levels for baking sheets			
	Includes 2 black metal baking trays			
	Oven has a separate power adjustment for the upper and lower heaters			
	Cabinet automatically maintains the set temperature from 50 to 300C			
	Input voltage, V: 380, (at least one year warranty)			
4	Vegetable preparation machine	pcs	Ļ	25.10.2019
	Productivity: 200kg / h,			
	Power: 220V,			
	5 disks included: 3 mm and 8 mm slices, 8 mm straws, 3 mm grater, 8x8 mm cubes,			
	frame and hopper - stainless steel, (at least one year warranty)			
9	Electric autoclave	pcs	1	25.10.2019
	Volume: from 201.			
1	Heating element: 220 V., (at least one year warranty)			
7	Bottling plant	pcs	1	25.10.2019
	with dosing cylinders volume: 500 ml.			
	for semi-automatic volumetric dosage filling of liquid and pasty food products with a filling			
	temperature of up to 85 ° C			
	Power: 380V, (at least one year warranty)			

TECHICAL SPECIFICATIONS

~	Semiautomatic Twist Off Cap Vacuum Capping Machine (with compressor)		Ţ	
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	Productivity, cans / hour: 480			
	Bottle height: up to 270mm			
	Bottle Diameter: up to 110mm			
	Power: 220 V, (at least one year warranty)			
6	Digital floor scales	pcs	1	25.10.2019
	Payload: 150kg, (at least one year warranty)			
10	Flow Wrapping Machine	pcs	1	25.10.2019
	Productivity, pack / hour: up to 200	•		
	Packaging film type: PE 102, 153, 108			
- 15	Packing size, mm: up to 460 × 400 × 360			
	Voltage, V: 380, (at least one year warranty)			
11	Large electric cooking pot	pcs	H	25.10.2019
	Boiler capacity: 2001			
	Rated voltage: 380V			
	Type of mixing device: frame			
	Mixing device: gear motor, (at least one year warranty)			
12	Refrigerant split-system unit	pcs	1	25.10.2019
	Min. Temperature: -5 C	i.		
	For 10-15 sq.m room, (at least one year warranty)			
13	Thermal insulation material	pcs	2	25.10.2019
	Roll height: 1000-1200mm			
	Overall roll square: 16-18 sq.m, (at least one year warranty)			
14	Hammermill	bcs	1	25.10.2019
	Productivity: up to 800kg / hour			
	Receiving material dimensions: 100mm * 150mm			
	Hopper capacity: 8 liters, (at least one year warranty)			
15	Electric water heater 200L	pcs	1	25.10.2019
	Heating type: electric			
	Tank volume, L: 200			
	Floor mounting, (at least one year warranty)			
16	Installation and commissioning of equipment.	lump	-	25.10.2019
	Line item: # 3,4,7,8,10,11,12,14	sum		

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 in conformity with the specification and requirements of UNDP as per RFQ.

	<u>IABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements</u>	cificatio	ns and I	Requirements	(0)		
No.		Unit	Q-ty	Latest		Total	Technical description of the proposed
				Delivery	Price	Price per	items/Brand name
				Date		ltem	
Ч	Stainless steel production table	pcs	2	25.10.2019			
	Dimensions: 600x600x870						
	countertop - stainless steel, solid stainless steel shelf - solid,				_		
	frame - stainless steel. (at least one year warranty)						
7	Three-section washing tank	pcs	Ч	25.10.2019			
	Material: stainless steel.						
	3 sections						
	Capacitor material: Stainless Steel						
1	Frame Material: Stainless Steel, (at least one year warranty)						
ŝ	Electric stove with oven and 6 plate	bcs	1	25.10.2019			
	The stove is equipped with six cast iron burners.						
	Oven has 4 levels for baking sheets						
	Includes 2 black metal baking trays						
	Oven has a separate power adjustment for the upper and						
	lower heaters						
	Cabinet automatically maintains the set temperature from						
	50 to 300C						
	Input voltage, V: 380, (at least one year warranty)						
4	Vegetable preparation machine	pcs	1	25.10.2019			
	Productivity: 200kg / h,	2					
	Power: 220V,						
	5 disks included: 3 mm and 8 mm slices, 8 mm straws, 3 mm						
	grater, 8x8 mm cubes,						

warranty) warranty) warranty) warranty) warranty) warranty) warranty		frame and honner - stainless steel fat least one year				
Electric autoclave pcs 1 Volume: from 201. Heating element: 220 V. (at least one year warranty) pcs 1 Bottling plant with dosing cylinders volume: 500 ml. pcs 1 In with dosing cylinders volume: 500 ml. for semi-automatic volumetric dosage filling of liquid and pasty food products with a filling temperature of up to 85 ° C 1 1 Power: 380V, (at least one year warranty) Semiautomatic Twist Off Cap Vacuum Capping Machine 1 1 Nower: 380V, (at least one year warranty) Semiautomatic Twist Off Cap Vacuum Capping Machine 1 1 Productivity, cans / hour: 480 Bottle height: up to 270mm 1 1 1 Nenductivity, cans / hour: 480 Bottle height: up to 110mm pcs 1 1 Productivity, cans / hour: 480 Bottle blanctone pcs 1 1 Notuctionity, cans / hour: 480 Bottle blanctone pcs 1 1 Productivity, cans / hour: 480 Bottle blanctone pcs 1 1 Productivity, pack / hour: up to 200 Dottle blanctone pcs 1 1 Payload: 150kg, fat least one year warranty) Plot 01.00m pcs 1 <th></th> <th>warranty)</th> <th></th> <th></th> <th></th> <th></th>		warranty)				
Volume: from 20I. Volume: from 20I. Heating element: 220 V, (at least one year warranty) pcs Bottling plant with dosing cylinders volume: 500 ml. for semi-automatic volumetric dosage filling of liquid and pasty food products with a filling temperature of up to 85 ° C pcs Power: 380V, (at least one year warranty) pcs 1 for semi-automatic ruist Off Cap Vacuum Capping Machine 1 (with compressor) Compressor included 1 Power: 380V, (at least one year warranty) pcs 1 (with compressor) Compressor included 1 (with compressor) Compressor included 1 Productivity, cans / hour: 480 Bottle height: up to 270mm pcs 1 Bottle height: up to 270mm Bottle height: up to 270mm pcs 1 2 Productivity, pack / hour: 480 Bottle height: up to 270mm pcs 1 2 Power: 220V, (at least one year warranty) pcs 1 2 2 1 2 Power: 220V, (at least one year warranty) pcs pcs 1 2 2 2 2 2 2 2 2 2	S	Electric autoclave	pcs	Ч	25.10.2019	
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Thermal insulation material pcs 2 Roll height: 1000-1200mm 0verall roll square: 16-18 sq.m, (at least one year warranty) 2		For 10-15 sq.m room, (at least one year warranty)				
	12	Thermal insulation material	pcs	2	25.10.2019	
Overall roll square: 16-18 sq.m, (at least one year warranty)		Roll height: 1000-1200mm				
		Overall roll square: 16-18 sq.m, (at least one year warranty)				

13	Hammermill	500	-	25 10 2019	
2		52	-1	CTOZ.OT.CZ	
	Productivity: up to 800kg / hour				
	Receiving material dimensions: 100mm * 150mm				
	Hopper capacity: 8 liters, (at least one year warranty)				
14	Electric water heater 200L	pcs	Ч	25.10.2019	
	Heating type: electric	ε			
	Tank volume, L: 200				
	Floor mounting, (at least one year warranty)				
15	Installation and commissioning of equipment.	lump	Ч	25.10.2019	
	Line item: # 3,4,7,8,10,11,12,14	mns			
	Total Prices of Goods				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

TABLE 2 : Offer to Comply with Other Conditions and Related Requirements

TAULT 2. OTTEL TO COTTUDITY WITH OTTEL COTINITIONS AND RELATED REQUIRENTS	nis and velated	Veduilelile	
Other Information pertaining to our Quotation			Your Responses
are as follows :	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time		•	
Warranty and After-Sales Requirements			
a) Minimum one (1) year warranty			
Validity of Quotation 90 days			
All Provisions of the UNDP General Terms and			
Conditions			
All other information that we have not	nrovided autom	natically implies our	All other information that we have not provided automatically implies our full compliance with the requirements terms and conditions of the BEO

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.

COMPANY PROFILE

Capability of the company		
Company experience and qualification		