



REQUEST FOR QUOTATION (RFQ) (Goods)

REFERENCE: RFQ/KRT/15/018	DATE: April 14, 2015
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Dear Sir / Madam:

We kindly request you to submit your quotation for Supply and delivery of Security Doors and Windows, 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 21, 2015 and via ☒ Email to: procurement.sd@undp.org
or ☒ Hard Copy in Sealed envelope to the address below:

**Head of Procurement Unit
United Nations Development Programme
Gama'a Avenue
House 7 Block 5
Khartoum, Sudan
RFQ # RFQ/KRT/15/018
Supply and delivery of Security Doors and Window**

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.

For any further enquiries, please send it to the following email 48 hours before closure date:
inquiry.procurement.sd@undp.org [DO NOT USE THIS EMAIL FOR YOUR SUBMISSION OF YOUR OFFERS].

Offers submitted through fax will be rejected.

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

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input checked="" type="checkbox"/> DDP United Nations Development Programme Gama'a Avenue , House 7 Block 5 Khartoum, Sudan
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	UNDP Office Gama'a Avenue House 7, Block 5 – Khartoum, Sudan
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>	<input checked="" type="checkbox"/> 30 calendar days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	NA
Mode of Transport	<input checked="" type="checkbox"/> Any All doors and windows shall be delivered up to the site upon the bidder responsibility.
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency : SDG for local supplier <input checked="" type="checkbox"/> USD for International supplier
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 1 year
Deadline for the Submission of Quotation	14:00 hrs, <i>Tuesday, April 21, 2015 and Sudan Local 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"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> documentary evidence shows the experience of the manufacturer/Supplier has been engaged in the manufacturing / Supplying of the security doors or window for at least (2) years; <input checked="" type="checkbox"/> certificate confirming that the doors/window are bullet ballistic resistant;
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 works
Liquidated Damages	<input checked="" type="checkbox"/> Applied Will be imposed under the following conditions: Liquidated Damages clause therefore would be: <i>"0.5% of contract for every day of delay, up to a maximum duration of 20 calendar days. Thereafter, the contract may be terminated"</i> .
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ¹ ; <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 is delayed by 20 days ; <input checked="" type="checkbox"/> Technical specification must be submitted for engineer's approval before shipping/delivery to site. (color, design, layout and quality); and <input checked="" type="checkbox"/> All items ready-made should high quality standard; and the required finishing work should be high standard too ;
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements

¹ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

Annexes to this RFQ	<input checked="" type="checkbox"/> Specification of the goods(Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ²	Mohammed Abbas Hassan mohammed.abbas@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.

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:

² 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.

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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,
Hari Kafle
Head of Procurement
April 14, 2015

Annex 1

Specification for Doors and Window

I. Doors

- Supply and delivery of Ballistic Resistant Doors;
- **Ballistic Safety Requirements:** The door and frame assembly will meet a bullet resistant level of protection that will comply with UL 752, NIJ 0108.01 Bullet Resistant Standards, or ASTM F1233. or similar specification or certification
- **UL Fire Rating Requirements:** The door and frame should be can be UL rated from a 20 minute to a 3 hour rating. The door can be rated up to 4'0 x 8'0 on a single swing opening to an 8'0 x 8'0 pair of doors. or similar specification or certification
- **Quality Assurance:** Experience, The manufacturer/Supplier must have been engaged in the manufacture/ Supply of the security doors for at least (2) years immediately prior to the start of work.
- **Ballistic Test Requirements:** Door/frame assemblies shall be tested and must meet the level of protection specified as per the Ballistic Safety Requirements by an independent laboratory to applicable ASTM F1233, NIJ and UL 752 Standards. or similar specification or certification
- **Fire Rating Test Requirements:** Door/frame assemblies shall be tested and must meet the level of protection specified as per the UL Fire Rating Requirements by an independent laboratory to UL 10b and UL 10C. or similar specification or certification

- **Submittals:** The Manufacture/Supplier should submit the shop drawings includes the door and frame, and schedule identifying the location of each frame & door opening in relation to the floor plan/layout provided. Elevation drawings shall illustrate the frame profiles, sizes, and anchor.
- **Ballistic Safety Compliance:** The manufacturer/Supplier of the door and frame assembly shall submit the independent test report from an accredited licensed agency. The test report information must specify compliance with the protection level specified if any or similar specification or certification
- **UL Fire Rating Compliance:** The manufacturer/Supplier of the door assembly shall submit the independent test report from an accredited licensed agency. The test report information must specify compliance with the protection level if any or similar specification or certification.
- **Installation Manuals:** One (1) copy should be sent with shipment.(if any)
- **Steel Standards:**
 - **ASTM A1008:** Steel Sheet, Cold Rolled, Commercial Quality.
 - **ASTM A653:** Galvanised Steel
 - **ASTM A666:** Stainless Steel Type 304 or 316.
 - or similar specification or certification
- **Warranty:** All materials and workmanship shall be warranted by the supplier/Manufacture against any defects for a period of one (1) year from date of delivery.
- **Materials:** Bullet resistant door assemblies shall be manufactured with materials consistent with the ballistic threat level specified by the architect or the end user.
- **Construction:** Products shall comply with applicable ASTM F1233, NIJ 0108.01 or UL 752 standards; all work shall be strong, rigid, and neat in appearance; square, true, and free of defects, warp, or buckle;
- All doors are to be thoroughly cleaned and phosphatized to inhibit corrosion.
- All doors are to receive one coat of rust inhibiting primer.
- There will be no exposed fasteners on the threat side of the opening;
- **Shipping and Handling:** Door will be crated for shipment as per standard domestic shipping procedures; Doors shall be delivered by the contractor till Khartoum UNDP Office, and will be inspected upon delivery for any damage will be the responsibility of the supplier;

II. Window

Specifications: Ballistic Resistant Security Metal Fixed Window

Description

- Supply and delivery of Ballistic Resistant Security Metal Fixed Window as per drawings;
- Ballistic Protection, the level of ballistic protection required for this project.
- The window should be complied and met all the specification as and the works and finish paint, and glass are furnished and will be installed by UNDP.
- **Quality Assurance: Experience:** the window designed and furnished by the manufacturer/Supplier should be ISO9001:2000 (*or similar specification or certification*)certified and has been engaged in the manufacture/supply of Bullet-Resistant Security Metal Fixed Window systems for at least five (2) years immediately prior to the start of this work, and who has a history of successful production/supply acceptable;
- **Testing:** The complete window system should be tested and certified by an independent laboratory to UL 752 Standard for Safety. *or similar specification or certification*
- **Submittals:** The offeror should submit the Shop Drawings and the schedule of items *if any* along with sufficient detail to show fabrication, installation, anchorage and interface of the window and related works.
- **Certification:** Provide certification that the window construction utilized has been tested at an independent laboratory in accordance with UL 752 *or any (or similar specification or certification)* Standard for Safety and meet the bullet-resistant level requirements. *or similar specification or certification*
- **Blast/Pressure Resistance** – If required, certify by test reports or design calculations that assemblies meet the seating and/or unseating pressure requirements for supply of window.
- **Installation Manuals:** Provide recommended installation procedures one (1) copy should be sent with shipment.(*if any*);
- One Year Warranty from the manufacturer/Supplier for standard one (1) year warranty.
- **Design Basis and Type:** Bullet-Resistant Security Metal Fixed Window designs;
- **Performance:** Bullet-Resistant Security Metal Fixed Window to be UL Levels when tested in accordance with UL 752, *or similar specification or certification*
- **Components:** Assemblies to be complete with metal frame and the glass and the material shipped loose to be field installed.
- **General Fabrication:** Assemble work using all welded construction conforming to the applicable requirements of AWS D1.1 and D1.3. *or similar specification or certification*
- **Materials:** Construct from formed sheet conforming to ASTM A1008 or ASTM1011. Steel plates and shapes for reinforcing and/or framing members shall conform to ASTM A36 and bars shall conform to ASTM A108 Grade 1018. *or similar specification or certification*
- **Frame Design:** Bullet-Resistant Security Metal Fixed Window Frames shall be constructed in accordance with the manufacturer's UL approved designs of the BR level specified. Knock-down frames are not acceptable, unless sizes of frames exceed shipping limitations. After installation, field splices required because of shipping limitations must be field welded by certified welders per manufacturer's instructions and in accordance with AWS D1.1/D1.3.

- **Anchors:** Provide suitable anchors to properly install frames in partition types shown on Architects drawings.
- **Painting and Cleaning:** After fabrication of frames, all tool marks and surface imperfections shall be removed and exposed faces of all welded joints dressed smooth. Chemically treat all surfaces to insure maximum paint adhesion and coat with a water-based rust-inhibitive primer
- **Receipt:** Upon receipt of product, all materials shall be thoroughly inspected and all discrepancies, deficiencies and/or damages shall be immediately reported to the supplier in writing.
- **Storage:** Store all materials on planks or dunnage in a dry location in a vertical position, spaced by blocking to permit air circulation between units. Cover all material or store in a controlled area to protect from damage.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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. _____:

Table1: TOTAL OFFER:

Item No.	Description/Specification of Good	QTY	Unit Rate	Total Price
1.1	Supply and delivery of <u>one way Bullet Proof, Ballast Proof security steel door</u> for external openings to be fitted in 900x2100mm opening as per the above specifications and attached layout drawing, with handle and locking system (hydraulic or magnetic closing system); with access control. (consider the in/out & left/right directions in the drawing)	3		
1.2	Supply and delivery of <u>one way regular security steel door</u> for internal openings to be fitted in 900x2100mm opening as per above specifications and attached layout drawing; with handle and locking system (hydraulic or magnetic closing system); with access control. (Consider the in/out & left/right directions in the drawing.)	2		
1.3	Supply and delivery of Bullet Proof, Ballistic Resistant glass window to be fitted in 600x800mm opening as per above specifications and attached layout drawing.	1		
Total Final and All-Inclusive Price Quotation				

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 (30 days)			
Minimum one (1) year warranty on parts			
Validity of Quotation (60 days)			
All Provisions of the UNDP General Terms and Conditions			

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

Company/Supplier Name:

Name of the authorized Personnel:

Signature of the Supplier's:

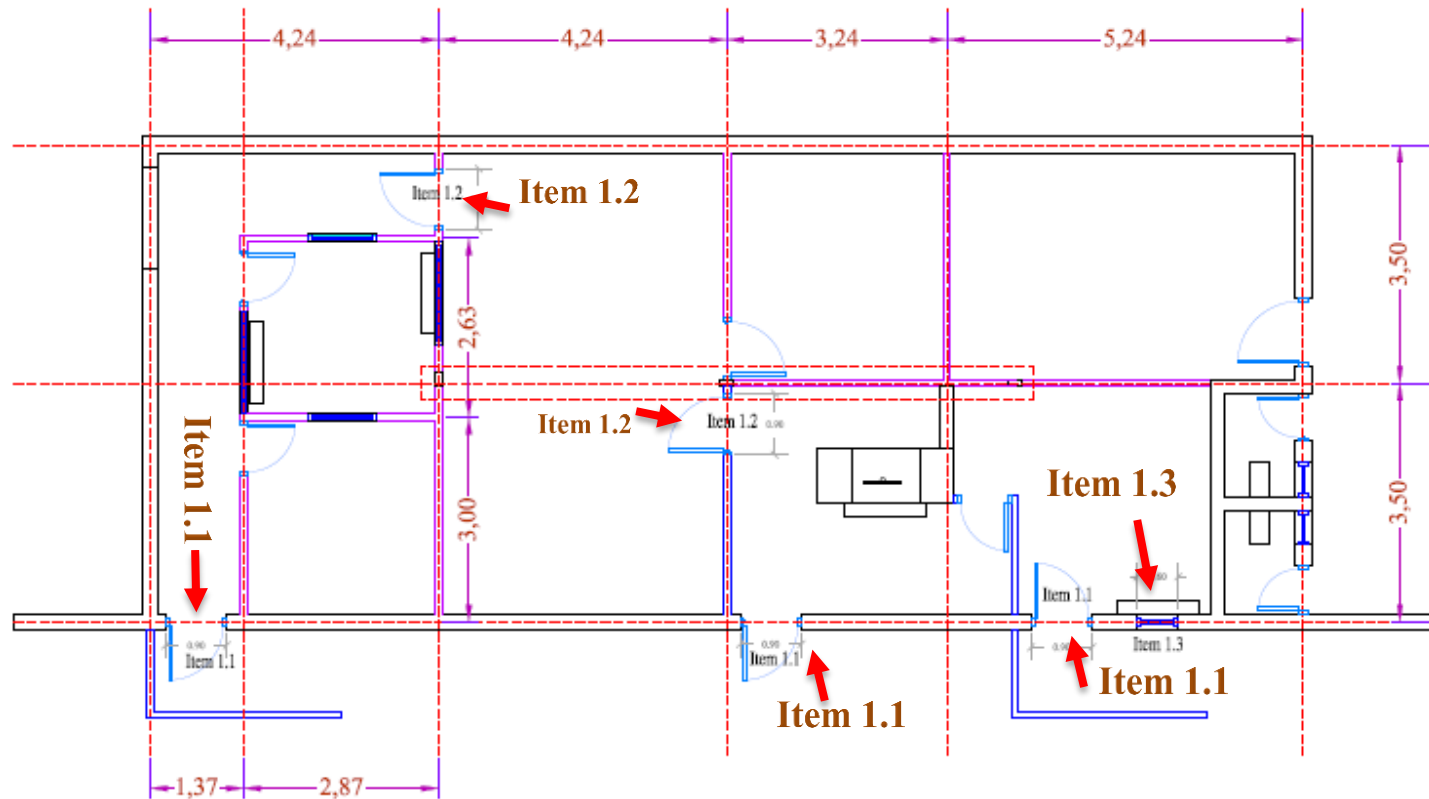
Designation:

E-mail:

Phone:

Date:

Drawing for the Floor Plan



FLOOR PLAN

General Terms and Conditions

General Terms and Conditions for Goods

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

2.1.1 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.

2.1.2 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.

2.1.3 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.

2.1.4 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 DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 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

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.

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:

- a) 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.
- b) Refuse to accept delivery of all or part of the goods.
- c) 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.