

UNDP Expression of interest For the supply of Agricultural Seeds and Forest Tree Saplings to UNDP Myanmar

Ref. No. 2016/PROC/UNDP-MMR/PN/012

Date: 21 April 2016

UNDP Myanmar invites interested companies/consultants to apply on the following:

Summary of proposal:

UNDP Myanmar, with funding from Adaptation Fund is initiating the implementation of a CC adaptation project - “Addressing Climate Change Risks on Water Resources and Food Security in the Dry Zone of Myanmar.” The project aims to reduce the increasing impacts of climate change on agricultural and livestock production cycles in the dry zone of Myanmar - the impacts of increasing temperature and evaporation, declining water availability, and intensifying weather events especially flash floods and cyclones.

Absence of community water infrastructure for both domestic and agricultural purposes is a critical constraint in building the resilience of these communities to future climate change impact. This project aims to deliver the following key outputs to build community resilience to climate change:

1. Enhancing water capture and storage capacities in 280 villages to augment irrigation and domestic water supply during the dry periods
2. Protecting and rehabilitating 6,141 hectares of micro-watersheds through Farmer-Managed Natural Regeneration (FMNR) to increase natural water retention and reduce erosion
3. Establishing 3,983 hectares of community-based agro-forestry plots in private and communal lands to conserve soil and water
4. Introducing drought-resilient farming methods
5. Introducing resilient post-harvest processing and storage systems
6. Introducing diversified livestock production systems targeting landless households

In line with UNDP’s operational mandate in Myanmar as reflected in UNDP Governing Council Decision 93/219, the proposed project is addressing climate risk resilience through community based and community-driven adaptation in decentralized settings. At the same time, the project is anticipated to contribute to the implementation of national policies and programmes that are in line with Myanmar’s obligations under the UNFCCC.

Project implementation commenced in February 2015 and will last until February 2019.

The purpose of this EoI is to procure *agricultural seeds and forest tree saplings* for farmer-managed seed multiplication, participatory demonstration plot, and afforestation/reforestation activities and implementation of agroforestry system under project output. The detailed specifications, required quantities and delivery schedules for both seeds and saplings are stated below:

Specifications and required quantities of agricultural seeds

Botanical name	Common name	Specification	Qty. (No. of baskets)
<i>Sesamum indicum</i>	Sesame (Drought-resistant varieties)	(Registered seeds/ Certified seeds) Purity (min. %) = 97 Germination (min. %) = 80 Moisture content (max. %) = 6-9 Other crop seeds (max. %) = 0.2 Inert materials (max. %) = 3	15 baskets (The weight of one basket is 54 lbs.)
<i>Cajanus cajan</i>	Pigeon pea (Drought-resistant varieties)	(Registered seeds/ Certified seeds) Purity (min. %) = 98 Germination (min. %) = 75 Moisture content (max. %) = 9 Other crop seeds (max. %) = 0.2 Inert materials (max. %) = 2	44 baskets (The weight of one basket is 72 lbs.)
<i>Arachis hypogaea</i>	Groundnut (Drought-resistant varieties)	(Registered seeds/ Certified seeds) Purity (min. %) = 90 Germination (min. %) = 70 Moisture content (max. %) = 6-8 Other crop seeds (max. %) = 0.5 Inert materials (max. %) = 4	870 baskets (The weight of one basket is 25 lbs.)
<i>Oryza sativum</i>	Rice (100 days maturity varieties)	Registered seeds Purity (min. %) = 98 Germination (min. %) = 85 Moisture content (max. %) = 13 Red rice seeds content per 5,000 gm. seed volume (no.) = 3 Weed seeds per 5,000 gm. seed volume (no.) = 10 Certified seeds Purity (min. %) = 97 Germination (min. %) = 80 Moisture content (max. %) = 13 Red rice seeds content per 5,000 gm. seed volume (no.) = 5 Weed seeds per 5,000 gm. seed volume (no.) = 10	100 baskets (The weight of one basket is 46 lbs.)
Total			1,029 baskets

Delivery schedule of agricultural seeds

Description	Townships						Tentative Delivery Date
	Shwebo	Monywa	Myingyan	Nyaung U	Chauk	Total	
<i>Sesame (Basket)</i>	1	2	4	4	4	15	<i>End of June 2016</i>
<i>Pigeon pea (Basket)</i>	5	7	11	11	10	44	
<i>Groundnut (Basket)</i>	30	150	240	240	210	870	
<i>Rice (Basket)</i>	20	30	40	0	10	100	
Total (Basket)	56	189	295	255	234	1,029	

Specifications and required quantities of forest tree saplings

Botanical name	Local/common name	Specification	Qty. (No. of Seedling)
<i>Glicidia Sepium</i>	Quickstics	Healthily free from diseases and insect attacks: 30 - 40 cm height and 0.50 cm round, sturdy	40000
<i>Cassia siamea</i>	Mezali	"	186,120
<i>Azadirachta indica</i>	Tamar	"	204,173
<i>Zizyphus mauritiana</i>	Zee	"	123076
<i>Tamarindus indica</i>	Magyi	"	40,000
<i>Acacia catechu</i>	Sha	"	145440
<i>Chukrasia tabularis</i>	Yin mar	"	158,760
<i>Acacia leucophloea</i>	Htanaung	"	155,520
<i>Albizzia lebbek</i>	Kokko	"	161,280
<i>Hesperethusa crenulata</i>	Thanakha	"	5,029
<i>Sterculia versicolor</i>	Shaw Phyu	"	346,320
<i>Tectona grandis</i>	Teak	"	115,200
<i>Eucalyptus calmindulansis</i>	Eucalypt	"	265,807
<i>Leucaena glauca</i>	Baw sakaing	"	304,474
<i>Tectona hamiltoniana</i>	Dahat	Healthily free from diseases and insect attacks. 70 cm height and 0.50 cm round, sturdy	156,240
<i>Anacardium occidentale</i>	Cashew nut tree	"	8,137
<i>Artocarpus heterophyllus</i>	Jackfruit	"	7,685
<i>Citrus aurantifolia</i>	Lime	"	14,233
<i>Moringa olifera</i>	Drum stick	"	15,691
<i>Citrus x paradisi</i>	Grapefruit	"	14,233
<i>Guava Psidium guajava L</i>	Guava	"	17,502
<i>Mangifera indica L</i>	Mango	"	48,482
<i>Savadora a persica</i>	Mustard tree	"	8,137
<i>Hylocereus</i>	Dragon fruit	"	25,000
Total			2,566,539

Delivery schedule of forest tree saplings

Year 2016							
Description	Townships						Tentative Delivery Date
	Shwebo	Monywa	Myingyan	Nyaung U	Chauk	Total	
<i>Agro - silvipasture: home gardening</i>	20,229	20,229	20,229	20,229	20,229	101,144	<i>Jul-16</i>
Year 2017							
- CF	37,766		52,910	117,226	64,689	272,592	
- NFC	69,363	75,720	5,609	527,983	52,910	731,586	

- Micro-watershed management				117,787	5,796	123,582	May-17
Agro - silvipasture: home gardening	20,229	20,229	20,229	20,229	20,229	101,144	
Agro-silviculture: inter-cropping			910			910	
Demonstration plots			6,069			6,069	
Silvipasture: pasture and animal under tree cover			607			607	
Sum	127,359	95,949	86,334	783,224	143,624	1,236,490	
Year 2018							
	Shwebo	Monywa	Myingyan	Nyaung U	Chauk	Total	May-18
- CF	37,766		52,910	117,226	64,689	272,591.9	
- NFC	69,363	75,720	5,609	527,983	52,910	731,585.7	
- Micro-watershed management				117,787	5,796	123,582.5	
Agro - silvipasture: home gardening	20,229	20,229	20,229	20,229	20,229	101,144	
Sum	127,359	95,949	78,748	783,224	143,624	1,228,904	

Outputs:

Project output 2.1 aims to support drought-resilient farming methods introduced to farmers to enhance the resilience of subsistence agriculture in the Dry Zone, whereas, Project outputs 1.2 and 1.3, aims to protect and rehabilitate 6,032 hectares micro-watershed area through farmer Managed Natural Regeneration (FMNR) to increase natural water retention and reduce erosion, and implement Community Based Agroforestry Plots 3,983 hectares of private and communal lands to conserve soil and water.

Eligibility criteria

Suppliers who meet the below eligibility criteria will be short-listed and invited for the tendering process of agricultural seeds and forestry tree saplings undertaken by UNDP Myanmar.

List of attributes	Benchmark
Qualification of the organization	Minimum five (5) years of experience in supplying quality agricultural seeds and forest tree saplings
Company registration	Valid company registration
Financial Capacity	Current ratio of not less than 1.0
Performance	Statement of Satisfactory Performance from the Top three [3] Clients in terms of Contract Value the past three [2 years]
Quality assurance	Valid quality control system in place
Delivery Timeline	Availability to supply the agricultural seeds and forest tree saplings in accordance with the above delivery schedule

(You may advise that only short-listed firms shall be considered for the bid solicitation)

Submission details

- What to submit

- A covering note on the letterhead of the organization, signed by the authorized official and stamped;
- Profile of supplier should not exceed fifteen (15) pages, including description of similar assignments, experience in similar conditions, availability of appropriate skill among staff, list of experts to be involved with the short summary of the expertise, etc.);
- List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation;
- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder;
- Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation ;
- Trade name registration papers, if applicable;
- Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years
- Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 2 years
- List of Bank References (Name of Bank, Location, Contact Person and Contact Details)
- Bidders must provide information indicating that they have qualified experts
- All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
- Fully completed Annex-A; Checklist of Documents
- Company's quality control system
- Estimated price proposal and delivery schedule (Annex-B);

- How to submit (courier/hand delivery or e-submission).

Courier/Hand Delivery

The supplier shall enclose the required documents in the sealed envelope marking the name and reference no. of EOI.

Proposal submission address:

United Nations Development Programme
6 Natmauk Road, Tamwe Township
Yangon 11211, Myanmar
Attention: Procurement Unit
Subject: "EOI for agriculture seeds and forest tree saplings" (Ref. No-2016/PROC/UNDP-MMR/PN/012)

E-Submission

Official Address for e-submission: Bids Submission Myanmar – bids.mm@undp.org
Free from virus and corrupted files
Format: PDF files only
Max. File Size per transmission: 10 MB

Mandatory subject of email: "EOI for Agricultural Seeds and Forest Tree Sapling" (Ref. No. 2016/PROC/UNDP-MMR/PN/012)

- **When** to submit (deadline => Expression of interest and statements of qualification must be delivered to the address above by **17:00 PM Yangon Time, 11 May 2016**.

- *Other relevant details as applicable*

Interested Companies/Consultants must provide information indicating that they are qualified to perform the services (brochure, description of similar assignments, experience in similar conditions, availability of appropriate skills among staff, etc...). Companies/Consultants may associate to enhance their qualifications.

Companies/Consultants will be selected in accordance with the procedure set out in the UNDP Procurement Guidelines and UNDP Financial Rules and Regulations.

The EOI and accompanying documents must be received in a sealed envelope no later (**17:00 PM Yangon Time, 11 May 2016**) clearly labeled "Description of Work, services, goods". Documents sent by e-mail or facsimile will not be accepted. EOI received after the above deadline will not be considered.

EOI from suppliers failing to provide the request information will be disregarded. Invitations to bid and any subsequent purchase order will be issued in accordance with the rule and procedures of UNDP.

This EOI does not entail any commitment on the part of UNDP, either financial or otherwise. UNDP reserve the right to accept or reject any or all EOI without incurring any obligation to inform the affected applicant/s of the grounds.

Interested suppliers may obtain further information at the below address.

United Nations Development Programme
UNDP Myanmar, No. 6, Nat Mauk Road, Tamwe Township, Yangon 11211
Attention: Ei Cho Nyunt via e-mail: ei.cho.nyunt@undp.org



Ei Cho Nyunt
Procurement Analyst
UNDP Myanmar

Annex-A: Check List of Documents Required

The checklist of documents shall be completed and submitted along with other required documentation noted above. Please fill the form by marking 'X' for yes or no fields as appropriate.

Name of the organization: _____

Complete Address, including telephone, email and mailing address: _____

Sr. No.	Criteria	Supporting Document Available	YES/NO
1	Qualifications of the organization	Organizational Profile	
2	Company Registration	Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation ;	
3	Financial capability of the organization	Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years	
4	Proven past experience in Myanmar	Track Record with details of project including duration and contract value- Minimum 10 years of relevant experience	
5	Performance/Reference	Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 2 years	
6	Quality assurance	Company' quality control system	
7	Delivery Timeline	Complete attached delivery schedule (Annex-B)	

Annex-B: Price Proposal and Delivery Schedule

Agriculture seeds

Botanical name	Common name	Qty. (No. of baskets)	Unit Price (in USD)	Total Price (in USD)
<i>Sesamum indicum</i>	Sesame	15		
<i>Cajanus cajan</i>	Pigeon pea	44		
<i>Arachis hypogaea</i>	Groundnut	870		
<i>Oryza sativum</i>	Rice	100		
Total		1,029		

Forest tree saplings

Botanical name	Local/common name	Qty. (No. of Seedling)	Unit Price (in USD)	Total Price in USD)
<i>Glicidia Sepium</i>	Quickstics	40000		
<i>Cassia siamea</i>	Mezali	186,120		
<i>Azadirachta indica</i>	Tamar	204,173		
<i>Zizyphus mauritiana</i>	Zee	123076		
<i>Tamarindus indica</i>	Magyi	40,000		
<i>Acacia catechu</i>	Sha	145440		
<i>Chukrasia tabularis</i>	Yin mar	158,760		
<i>Acacia leucophloea</i>	Htanaung	155,520		
<i>Albizzia lebbek</i>	Kokko	161,280		
<i>Hesperethusa crenulata</i>	Thanakha	5,029		
<i>Sterculia versicolor</i>	Shaw Phyu	346,320		
<i>Tectona grandis</i>	Teak	115,200		
<i>Eucalyptus calthemidulans</i>	Eucalypt	265,807		
<i>Leucaena glauca</i>	Baw sakaing	304,474		
<i>Tectona hamiltoniana</i>	Dahat	156,240		
<i>Anacardium occidentale</i>	Cashew nut tree	8,137		
<i>Artocarpus heterophyllus</i>	Jackfruit	7,685		
<i>Citrus aurantifolia</i>	Lime	14,233		
<i>Moringa olifera</i>	Drum stick	15,691		
<i>Citrus x paradisi</i>	Grapefruit	14,233		
<i>Guava Psidium guajava L</i>	Guava	17,502		
<i>Mangifera indica L</i>	Mango	48,482		
<i>Savadora a persica</i>	Mustard tree	8,137		
<i>Hylocereus</i>	Dragon fruit	25,000		
Total		2,566,539		

Transportation cost (DAP- final destinations as stated below)

Agricultural seeds

Activity	Delivery Locations/Townships				
	Shwebo	Monywa	Myingyan	Nyaung U	Chauk
Year 2016					
Qty. of agriculture seeds (Basket)	56	189	295	255	234
Estimated transportation Cost- (DAP- final destinations as stated townships)					

Forest tree saplings

Activity	Delivery Locations/Townships				
	Shwebo	Monywa	Myingyan	Nyaung U	Chauk
Year 2016					
No. of forest tree saplings	20,229	20,229	20,229	20,229	20,229
Estimated transportation Cost- (DAP- final destinations as stated townships)					
Year 2017					
No. of forest tree saplings	127,359	95,949	86,334	783,224	143,624
Estimated transportation Cost- (DAP- final destinations as stated townships)					
Year 2018					
No. of forest tree saplings	127,359	95,949	78,748	783,224	143,624
Estimated transportation Cost- (DAP- final destinations as stated townships)					

Annex C: 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 receding 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.