



## REQUEST FOR QUOTATION (RFQ)

### PROCUREMENT OF FUEL, LUBRICANTS AND SMART CARDS

DATE: 27<sup>th</sup> February 2020

REFERENCE: RFQ-0012-2020

Dear Sir / Madam:

We kindly request you to submit your quotation for the supply of fuel, lubricants and smart cards 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 Tuesday March 10, 2020 17:00 HOURS Lusaka time via *email or by sealed envelope* to the address below:

**United Nations Development Programme**  
UN House, Alick Nkhata Road, Longacres Lusaka  
ATT: Procurement unit  
[procurement.zm@undp.org](mailto:procurement.zm@undp.org)

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

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

Please take note of the following requirements and conditions pertaining to the supply of the above mentioned good/s

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DAP Incoterms – Delivery at place to the required location
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)	<u>For Fuel supply for vehicles</u> <input checked="" type="checkbox"/> At the vendor fuel station in each province  <u>For Fuel supply for generators</u> <input checked="" type="checkbox"/> UN House, Alick Nkata Rd, Longacres, Lusaka.  <u>For supply of smart cards</u>  <input checked="" type="checkbox"/> UN House, Alick Nkata Rd, Longacres, Lusaka
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> Immediate supply of fuel and cards whenever requested by UNDP except emergency situation the bidder must inform prior UNDP for any expected fuel shortage in the country for precaution purpose.
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Zambian currency (ZMW) UNDP will apply the UN Operational exchange rate for the purpose converting the currency for the bid comparison purpose.
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"/> Technical support
Deadline for the Submission of Quotation	COB, Tuesday, March 10, 2020 and 17:00 HOURS Lusaka Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English - Tender Document.
Documents to be submitted	<input checked="" type="checkbox"/> Company profile not exceeding fifteen (15) pages with 10 years experience in supply of fuel. <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"/> Copy of Latest Business Registration Certificate and Tax clearance; <input checked="" type="checkbox"/> Copy of license from Energy Regulation Board; <input checked="" type="checkbox"/> Commitment letter to maintain fuel price as announced by the government
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods and services.
Liquidated Damages	<input checked="" type="checkbox"/> 0.5% penalty up to a maximum of 10% of the total contract amount from the total price for each day of delay. Thereafter, the contract may be terminated at the discretion of UNDP
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions  <u>The Quotations, technical and price, will be evaluated at the following stages:</u>  <u>PRELIMINARY EXAMINATION</u> The Preliminary evaluation shall assess bid documentation for compliance with the following <ul style="list-style-type: none"> <li>• Bid submitted before deadline.</li> <li>• Price Schedule completed in accordance with Annex 2 signed/stamped by authorized person.</li> <li>• Copy of Latest Business Registration Certificate and tax clearance.</li> <li>• Copy of license from Energy Regulation Board.</li> <li>• Confirmation of compliance with bid validity requirements.</li> <li>• Commitment letter to maintain fuel price as announced by the government.</li> <li>• Confirmation of compliance with all Provisions of the UNDP General Terms and Conditions</li> </ul> <p><b>Note: Non-submission of the above documents will result in the bidder being disqualified.</b></p>

	<p><b><u>TECHNICAL EVALUATION</u></b></p> <ul style="list-style-type: none"> <li>• Minimum number of years of experience in provision of fuel (10 years).</li> <li>• Compliance to fuel quality according to ZAMBIA BUREAU OF STANDARDS.</li> <li>• Full compliance of Bid to the Technical requirements in Annex 1;</li> <li>• Availability of Fuel station Network in all 10 Zambia provinces.</li> <li>• Commitment letter to maintain fuel price as announced by the government.</li> <li>• Compliance to standard safety policy at the fuel station, through equipment's and installations (extinguishers, sand boxes, first aid kits)</li> <li>• Staff at the fuel stations should have minimal training in safety and fuel management.</li> <li>• Availability of a smart card system with online monitoring and reporting</li> </ul> <p><b>Note: Non-compliance with the above requirements will result in the bidder being disqualified.</b></p> <p><b><u>FINANCIAL EVALUATION</u></b></p> <p>Financial offers of the technically responsive bid(s) shall be compared against the lowest bid as well as internal cost estimates and ranked. The lowest priced technically responsive bid shall be recommended for contract/PO award.</p>
UNDP will award to:	<input checked="" type="checkbox"/> One supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Contract General Terms and Conditions	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services)  Applicable Terms and Conditions are available at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 10 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection for goods received and clearance by end user and UNDP; <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements. <input checked="" type="checkbox"/> Original Invoice



Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions: <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	<i>Procurement Unit</i> <i>procurement.zm@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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 indicated above - <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>.

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/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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**  
*Roland Seri*

  
*Deputy Resident Representative*  
February 27, 2020



## Annex 1

### Specifications:

#### 1. Table 1 – PROVISION OF DIESEL

Reg No.	Fuel type	Qty (Liters)
Vehicle # 1	DIESEL	300
Vehicle # 2	DIESEL	300
Vehicle # 3	DIESEL	300
Vehicle # 4	DIESEL	300
Vehicle # 5	DIESEL	300
Vehicle # 6	DIESEL	300
Vehicle # 7	DIESEL	300
Vehicle # 8	DIESEL	300
Vehicle # 9	DIESEL	300
GENSET # 1	DIESEL	500
GENSET # 2	DIESEL	500
Required liters per month		3,700
Annual required Liters		44,400 LTR
10 fuel drums - Generator		2,400 LTR
TOTAL REQUIRED DIESEL PER ANNUM		46,800 LTR

#### 2. Table 2 – PROVISION OF PETROL

Reg No.	Fuel type	Qty (Liters)
Vehicle # 1	PETROL	200
Vehicle # 2	PETROL	200
Vehicle # 3	PETROL	200
Vehicle # 4	PETROL	200
Vehicle # 5	PETROL	200
TOTAL REQUIRED PETROL PER MONTH		1,000
TOTAL REQUIRED PETROL PER ANNUM		12,000 LTR

NOTE: The quality of the fuel must follow the ZAMBIA BUREAU OF STANDARDS requirements.



### **3. PROVISION OF FUEL SMART CARDS**

Bidder must supply 16 fuel smart cards. The smart card utilization should be monitored through an online system with controls and settings using username and password. The monitoring system should be able to provide information on the following at a minimum:

- Fuel drawn;
- Location;
- Kilometres; and
- Payments.





## Annex 2

### FORM FOR SUBMITTING SUPPLIER'S QUOTATION (This Form must be submitted only using the Supplier's Official Letterhead/Stationery)

**Annex 2.1 Table 1 – PROVISION OF DIESEL**

Reg No.	Fuel type	Qty (Liters)	Price (per liter)	TOTAL price
Vehicle # 1	DIESEL	300		
Vehicle # 2	DIESEL	300		
Vehicle # 3	DIESEL	300		
Vehicle # 4	DIESEL	300		
Vehicle # 5	DIESEL	300		
Vehicle # 6	DIESEL	300		
Vehicle # 7	DIESEL	300		
Vehicle # 8	DIESEL	300		
Vehicle # 9	DIESEL	300		
GENSET # 1	DIESEL	500		
GENSET # 2	DIESEL	500		
Required liters per month		3700		
Annual required Liters		44,400 LTR		
10 Reserve barrels (fuel drums)		2,400 LTR		
TOTAL RQUIRED DIESEL PER ANNUM		46,800 LTR		
TOTAL AMOUNT PER ANNUM EXCLUDING VAT				

**Annex 2.1 Table 2 – PROVISION OF PETROL**

Reg No.	Fuel type	Qty (Liters)	Price ZMW (per liter)	TOTAL price (ZMW)
Vehicle # 1	PETROL	200		
Vehicle # 2	PETROL	200		
Vehicle # 3	PETROL	200		
Vehicle # 4	PETROL	200		
Vehicle # 5	PETROL	200		
TOTAL REQUIRED PETROL PER MONTH		1000		
TOTAL RQUIRED PETROL PER ANNUM		12,000 LTR		
TOTAL AMOUNT PER ANNUM EXCLUDING VAT				

**Annex 2.1 Table 3 – PROCUREMENT OF CARDS**

Description	Qty (Ea)	Unit price (ZMW)	TOTAL price (ZMW)
Fuel smart cards (Access + Payments + Monitoring + Reports)	16		
TOTAL AMOUNT EXCLUDING VAT			

**Annex 2.1 Table 4 : Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Compliance to fuel quality aspre ZAMBIA BUREAU OF STANDARD latest edition.			
Latest business registration certificate			
Latest Internal Revenue Certification/Tax Clearance			
Compliance to the required Fuel station Network in all 10 Zambia provinces.			
Compliance to standard safety policy at the fuel station, through equipment's and installations (extinguishers, sand boxes, first aid kits)			
Qualified and trained staff at the station.			
Validity of Quotation (60 days)			
Commitment letter to maintain fuel price as announced by the government.			
Full compliance of Bid to the Technical requirements in Annex 1			
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.

Name of the bidder: -----

Name of Authorized person: -----

Designation (Title): -----

Signature/Stamp: -----

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.