

REQUEST FOR QUOTATION (RFQ)

DESCRIPTION: Provision of training on CV writing skills for Job seekers in Tripoli, Libya.	DATE: August 25, 2020
	REFERENCE: RFQ/LBY/START/2020/066

Dear Sir / Madam:

We kindly request you to submit your price quotation for the Provision of training on CV writing Skills for Job seekers in Tripoli, Libya. detailed in Annex 1 of this RFQ.

When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Price Quotation must be submitted on or before **04th September 2020, 14.00 hours, Tripoli time, Libya** via email at following emails address: tenders.ly@undp.org with reference number (RFQ/LBY/START/2020/066).

Quotations submitted by email must be limited to a maximum of 5MB transmissions. They must be free from any form of virus or corrupted content.

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.

When 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 required service/s:

Place of contract	Tripoli, Libya
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars (US\$) Reference date for determining UN Operational Exchange Rate: Closing date of submission of quotation
Period of Validity of Quotes	60 days - commencing on the submission date
Advanced Payment upon signing of contract	Not allowed
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required
Names and curriculum vitae of individuals who will be involved in completing the services	Provide evidence that the proposed trainers possess necessary skills and certifications.

<p>Quotation shall include the following:</p>	<p>a. Cover Letter/ A letter of interest: A cover letter that lists the lead contact person with contact information include brief previous experience in implementing similar programmes and the competitive advantages of the applicant company;</p> <p>b. General Information/Profile: Include a description of the institution/company's history and experience to demonstrate that the institution /company has the capacity to undertake the training.</p> <p>c. Business Licenses: Provide a statement warranting that all state, and local registrations, licenses, and permits required for the operation of business conducted by the institution /company are current & officially registered company/organization in Libya.</p> <p>d. Proof of Past experience: (list of clients to whom similar services were provided)</p> <p>e. Reference letter: At least one reference letter from previous customers/clients/partners reflecting the nature of projects implemented, their results, and the role of the applicant company;</p> <p>f. Project Schedule: An outline of the institution /company's proposed timeline reflecting start and completion dates of services</p> <p>g. Proposed training programme agenda and strategy that clearly sets out the approach of the offeror to the achievement of the training objectives.</p> <p>h. Personnel CV's of proposed trainers including information about past experience in similar projects / training showing relevant experience and qualification.;</p> <p>i. Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.</p> <p>j. Duly Accomplished Form as provided in Annex 2, and in accordance with the TOR in Annex 1 with company stamp and signature.</p>
<p>Evaluation method to be used in selecting the most responsive Bid</p>	<p>Lowest priced offer of technically qualified/responsive quotation</p>

Evaluation Criteria	<p>1. Technical responsiveness/Full compliance to requirements and lowest price</p> <p>2. Capacity to undertake the services/similar trainings (Minimum 3 years of experience of providing similar services/trainings)</p> <p>3. At least 3 similar trainings provided in the past (documentary evidence along with satisfactory reference letter must be provided)</p> <p>4. Trainer (s) qualification (as per TOR) - resumes must be provided</p> <p>5. Acceptance of General Terms & Conditions</p> <p>The Contractor must have a team of at least two professionals with the following roles and required qualifications:</p> <p>Team lead (x1): having Bachelor's (or higher) degree in Economy, Finance, Public Administration, Management, Entrepreneurship or related field with a Minimum 3 years of professional experience in project management and/ team management.</p> <p>CV writing training developer (x1): having Bachelor's (or higher) degree in the field of business and economy, IT, or related fields; Proven experience in developing training curriculums, publications, handout materials and manuals related to vocational, business development training;</p>
Maximum Expected duration of contract	The successful vendor shall preferably complete the services in (150 days) after the Contract start date
All documentations, including catalogs, instructions and operating manuals, shall be in this language	English
Deadline for the Submission of Quotation	On before 04 th September 2020, 14.00 hours, Tripoli time, Libya, ref. www.greenwichmeantime.com
Partial Quotes	Not permitted
UNDP will award to	One and only one service provider
Type of Contract to be Signed	Purchase Order/ Contract for Services.
Conditions for Release of Payment	Submission of supplier's invoice and certification by UNDP.
Annexes to this RFQ	<input checked="" type="checkbox"/> Detailed TOR (Annex 1) <input checked="" type="checkbox"/> SUPPLIER'S QUOTATION (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions for PO (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	<p>All the enquiries should be addressed to UNDP at procurement.ly@undp.org stating the RFQ reference number:</p> <p>RFQ/LBY/START/2020/066</p> <p>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 offerors.</p>

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement

process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

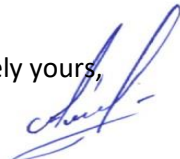
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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,



Shohrukh Abdulloev
Procurement Specialist
UNDP Libya

Terms of Reference

Provision of training on CV writing Skills for Job seekers in Tripoli, Libya.

1. Background

UNDP Libya aims at supporting local authorities to respond to the many conflicts and human mobility induced challenges - by strengthening the local resilience and recovery mechanisms - that impact negatively citizens' access to essential services, sources of livelihoods, the social cohesion and security of communities.

With this intervention, UNDP Libya will support transformative change in pursuit of inclusive job creation and economic diversification for both sustainable socio-economic development and social peace and stability. Restoring and revitalizing the economy must be a primary concern because nothing will undermine democracy and prevent a return to the path of development in a crisis country more than economic inequality, especially in a region where youth represent the largest demographic group and account for the highest rates of unemployment in the world.

The Stabilization of Recovery Transition (START) in Libya project plans to support direct job placement through creating a Platform of skilled workers to match with private sector employers. The Platform will contain network and a database of companies looking for skilled workers as well as youth CVs looking for job opportunities. The project also plans to provide CV developing training sessions to the job seekers, including women, youth and Internally Displaced Persons (IDP). UNDP Libya will select a qualified Company (hereinafter – Contractor) that can support **to provide CV writing training**.

Main Objectives of the assignment

The overall objective of this assignment is to develop and provide CV writing training for Job seekers, including youth, women, internally displaced persons (IDPs), returnees, conflict affected population, to increase their employability and job opportunities.

2. Scope of work and expected outputs

The Contractor shall perform the following tasks:

Output 1: Developed and provided CV writing training sessions to at least 300 job seekers

Initial stage. Development of the CV writing training courses for job seekers, taking into account objectives, expected outcomes and topics listed below.

- An Inception Report developed and submitted, explaining the approach to the assignment, the methodology to its implementation, outline and curriculum of the training programme, competences and experience of trainers, detailed schedules of training sessions and expected dates of delivery of the training in each of the target communities, and approved an Inception Report by UNDP;
- A list of evaluation indicators developed based on training modules for the pre/post-training self-evaluation survey and agreed with UNDP;

- Training advertisements developed and approved by UNDP;
- Detailed agendas of the training session in each of the target group developed and agreed with UNDP;
- Information and handout materials for the training containing the following elements: multimedia presentations in MS PowerPoint, materials for practical exercises in MS Word, other multimedia, information and graphics to be used during the training sessions developed. All materials should contain UNDP and donor logos provided and approved by UNDP.

Estimated implementation period: up to **2 weeks** after the Contract start date.

Announcement for training on CV writing training and promotion, registration and selection of participants.

- A text of the announcement in the Arabic language developed and agreed with UNDP containing overall information on the training programme, its objectives and other relevant information;
- An electronic one-page brief of training sessions that contains information on curriculum, schedule, trainers and application process is developed for the training;
- Online registration form for training developed using any of the open-source platforms and agreed with UNDP;
- Registration launched for at least 10 calendar days, and information widely disseminated (at least 100,000 people) using relevant online resources (Facebook, Twitter, etc.). UNDP shall place the announcement and links to the online registration form at official UNDP resources;
- A system of selection of training participants developed. The system should provide a transparent mechanism/scoring system for selection of participants (at least 300) who have been looking for a job (through questionnaires, or other effective methods proposed by the Contractor). The selection approach should be approved by UNDP. The list of the participants of training should be provided and approved by UNDP;
- Refusal letters to be sent to all applicants who were not selected for participation. The contents of the letter should be agreed with UNDP;
- A list of refused and selected participants to be shared with UNDP;
- The equal access to the training for people with disabilities and taking into account the gender balance should be ensured;
- Interim report № 1 submitted and approved by UNDP.

Conditions and requirements to applicants:

- Official residence in Libya is required;
- Applicants may submit only one application;
- Applicants who qualify themselves as IDPs should indicate their status in the application forms. IDPs and conflict affected population are highly motivated to apply (IDPs or registered migrants should be at least 30% of the participants) should be ;
- Equal participation of women and men should be promoted.

Estimated implementation period: up to **6 weeks** after the Contract start date

Training Delivery.

- Delivered 12 training sessions to at least 300 selected participants (about 25 participants for each session);
- Ensure video recording of at least one full training session conducted by the trainers' teams. The recorded video should be uploaded to the platform which developed in output 2. Full rights for further usage of training videos should be delegated to UNDP;
- Conduct a pre-training survey and post-training evaluation for 100% trainees. Originals of pre-training survey and end-of-training feedback forms should be provided to UNDP;
- Prepare and submit a post-training report to reflect the outcome of the series of training and present recommendations for subsequent interventions. The report shall cover at least the following themes: (i) processed information on participants containing data disaggregated by gender, age and IDP status; (ii) pre-training and post-training evaluation addressing participants' initial knowledge and end-of-training satisfaction with the training content; (iii) participants insights on the training; (iv) recommendations for further actions aiming to strengthen the capacities of the participants.
- Provided interactive online training sessions to develop CVs.
- At least 100 CVs developed and collected from the job seekers.
- Interim report № 2 submitted and approved by UNDP.

Estimated implementation period: up to **11 weeks** after the Contract start date.

Final stage.

- Participant lists provided to UNDP per each session;
- Final report submitted and accepted by UNDP, containing but not limited to following:
 - Disaggregated participant data by gender, age and IDP status for all training;
 - Pre-training and post-training self-evaluation survey results and their analysis;
 - Description of participants insights on the training;
 - Recommendations for further activities to improve the capacities of IDPs and the local population in respective areas.

Estimated implementation period: up to **12 weeks** after the Contract start date.

Deliverables

#	Deliverables	Period of completion (as from the start of the assignment)	Percentage of payment
1.	A workplan developed and agreed with UNDP. A list of training evaluation indicators, detailed agendas of the training session, information and handout materials for the training developed and submitted. An inception report submitted and approved by UNDP.	2 weeks after the Contract start date	10%
2.	An electronic one-page brief of training sessions, the list of the participants of training submitted. Interim report № 1, including all tasks mentioned above submitted and approved by UNDP.	6 weeks after the Contract start date	20%
3.	Delivered 12 training sessions to at least 300 selected participants, one training video produced. At least 100 CVs developed and collected from the job seekers. Interim report № 2, including all tasks mentioned above submitted and approved by UNDP.	11 weeks after the Contract start date	40%
4.	Participant lists provided to UNDP, Final report submitted and accepted by UNDP.	12 weeks after the Contract start date	30%

IV. MONITORING/REPORTING REQUIREMENTS

The Contractor shall submit the following reports according to the programme format and guidelines: A detailed report on the progress of content development and creation of the online platform, submitted every Friday after the contract is signed until the moment all products are approved by the programme. Completion of every deliverable should be accompanied by an inception/interim/final report which should be submitted to the programme. All reports are to be delivered in electronic form in English.

V. EXPERIENCE AND QUALIFICATION REQUIREMENTS

- Officially registered company/organization in Libya;
- Experience in the provision of vocational training in Libya;
- At least 10 years of experience in job advertisement market in Libya;
- Availability of human resources (the details mentioned below) that will ensure due quality and timely implementation of the contract.

The Contractor team must have at least two professionals with the following roles and required qualifications:

Team lead (x1):

- Bachelor's (or higher) degree in Economy, Finance, Public Administration, Management, Entrepreneurship or related field;
- Minimum 3 years of professional experience in project management and/ team management;
- Minimum 2 years of experience and implementation of at least 3 projects/programmes/provision of business training services;
- Excellent knowledge of Arabic. At least working knowledge of English.

CV writing training developer (x1):

- Bachelor's (or higher) degree in the field of business and economy, IT, or related fields;
- Proven experience in developing training curriculums, publications, handout materials and manuals related to vocational, business development training;
- Excellent knowledge of Arabic. At least working knowledge of English. Excellent public speaking skills.

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, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ/LBY/START/2020/066 - Provision of training on CV writing Skills for Job seekers in Tripoli, Libya.**

Item No.	Description/Specification of Goods	Percentage of payment	Unit Price (\$)	Total Price per Item (\$)
1.	Achieving deliverable 1; An inception report submitted and approved by UNDP.	10%		
2.	Achieving deliverable 2; Interim report № 1, including all tasks mentioned above submitted and approved by UNDP.	20%		
3.	Achieving deliverable 3; Interim report № 2, including all tasks mentioned above submitted and approved by UNDP.	40%		
4.	Achieving deliverable 4; Final report submitted and accepted by UNDP.	30%		
Total Final and All-Inclusive Price for the training				

In case of increase in number of participants, a prior notice will be provided and same unit rate will be applied for additional participants.

We declare that the firm/company or individuals employed by the firm/company are not included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility list.

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

Name: _____

Position: _____

Address and Mobile Number: _____

Authorized Signature: _____ 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.