



## REQUEST FOR QUOTATION (RFQ)

DESCRIPTION: <b>Provision of conference venues and event Management services to UNDP in different locations, Libya.</b>	DATE: September 30, 2020
	REFERENCE: <b>RFQ/LBY/UNDP/2020/072</b>

Dear Sir / Madam:

We kindly request you to submit your price quotation for the “Provision of conference venues and event Management services to UNDP in different locations, 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 **14 October 2020, 14.00 hours, Tripoli time, Libya** via email at following emails address: [tenders.ly@undp.org](mailto:tenders.ly@undp.org) with reference number (RFQ/LBY/UNDP/2020/072).

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	Different locations in Libya (Tripoli, Benghazi, Sabha, Obari, Bani Walid etc).
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 staff possess necessary skills and certifications.
Quotation shall include the following:	<p>a. <b>Cover Letter/ A letter of interest:</b> A cover letter that lists the lead contact person with contact information include brief previous experience in implementing similar services and the competitive advantages of the applicant company;</p> <p>b. <b>General Information/Profile:</b> Include a description of the institution/company's history and experience to demonstrate that the institution /company has the capacity to undertake the services.</p> <p>c. <b>Business Licenses:</b> 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 &amp; officially registered company/organization in Libya.</p> <p>d. <b>Proof of Past experience:</b> (list of clients to whom similar services were provided)</p> <p>e. <b>Reference letter:</b> At least one reference letter from previous customers/clients/partners reflecting the nature of services implemented, their results, and the role of the applicant company;</p> <p>f. <b>Project Schedule:</b> An outline of the institution /company's proposed timeline reflecting start and completion dates of services</p> <p>g. <b>Proposed service agenda and strategy</b> that clearly sets out the approach of the offeror to the achievement of the required services objectives in conference venues and event Management provision.</p> <p>h. <b>Personnel CV's</b> of proposed staff including information about past experience in similar service/projects showing relevant experience and qualification.;</p> <p>i. <b>Written Self-Declaration</b> of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.</p>

	<p>j. <b>Duly Accomplished Form</b> as provided in Annex 2, and in accordance with the TOR/SOW in Annex 1 with company stamp and signature.</p> <p>k. <b>Adherence to COVID-19 Hygiene protocol:</b> The contractor is to provide a written Letter that Adherence and consideration the high standard of health hazard prevention measures and best practices within the venue in due to COVID-19 procedures.</p>
Evaluation method to be used in selecting the most responsive Bid	Lowest priced offer of technically qualified/responsive quotation
Evaluation Criteria	<p>1. Technical responsiveness/Full compliance to requirements and lowest price</p> <p>2. Capacity to undertake the services/similar projects (Minimum two years of experience of providing similar services/projects)</p> <p>3. At least 2 similar type of services provided in the past (documentary evidence contract/PO along with satisfactory reference letter must be provided)</p> <p>4. Co-working space resources, equipment: Prospective contractors must provide information about the capacity of the conferences' spaces such as:</p> <ul style="list-style-type: none"> <li>• Conference capacity up to 15 Pax. With health measures, good ventilation lighting internet connection.</li> <li>• 15-Pcs-Tablets, 10" screen with earphones\or Laptops each location.</li> <li>• Back up equipment: (Generator, UPS, V-SAT) with IT technician for installation and devices configuration.</li> <li>• Catering Services (Coffee Break or Lunch).</li> <li>• C-19 Hygiene measures (Masks, Sanitizers, thermal detectors etc).</li> </ul> <p>5. Personnel qualification (as per TOR/SOW) - resumes must be provided. The Contractor must have a team of at least three professionals with the following roles and required qualifications:</p> <ul style="list-style-type: none"> <li>• <b>Team lead/ IT specialist (x1):</b> having Bachelor's (or higher) degree in IT or related field with a Minimum 3 years of professional experience in similar projects</li> <li>• <b>IT technician (x1):</b> a minimum of 2 years of experience in the</li> </ul>

	field of IT, or related fields <ul style="list-style-type: none"> <li>• <b>Electrician (x1):</b> a minimum of 2 years of experience in the field of Generator operator, or related fields</li> </ul> 6. Acceptance of General Terms & Conditions
Maximum Expected duration of contract	The successful vendor shall preferably complete the services in one year (01 year.) 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 <b>14 October 2020</b> , 14.00 hours, Tripoli time, Libya, ref. <a href="http://www.greenwichmeantime.com">www.greenwichmeantime.com</a>
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/SOW (Annex 1) <input checked="" type="checkbox"/> SUPPLIER'S QUOTATION (Annex 2) <input checked="" type="checkbox"/> General Terms and 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	All the enquiries should be addressed to UNDP at <a href="mailto:procurement.ly@undp.org">procurement.ly@undp.org</a> stating the RFQ reference number: <b>RFQ/LBY/UNDP/2020/072</b>  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.

Goods/services 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](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  
HoSC a.i.  
UNDP Libya

**Terms of Reference/ Statement of Work**

**Provision of conference venues and event Management services to UNDP- Libya.**

**1. Summary:**

- 1.1 The United Nations Development Program in Libya (UNDP), requires the services on an “as and when required” basis, of an specialized vendor(s) that have a capacity to organize and combine a face-To-face conference meetings in parallel with providing tablets or lap tops for virtual conferences and ability to provide efficient internet bandwidth with adequate speed to support the plat form for over 50 of participants. The contractor(s) must have the ability to simultaneously support and run combined conference systems in different locations in Libya.
- 1.2 The contractor(s) is required to have the capacity to provide technical support in terms of internet wiring, installation of router devices support and network speed enhancing on an “as and when required” basis to venues located in governmental and\or NGO premises when advised by UNDP.
- 1.3 The contractor(s) is to have the capacity to meet emergency failures of network and\or electricity during the conferences by providing power generators backup, U.P.S batteries, and alternative internet source such as (V- SAT) that covers all locations in Libya.
- 1.4 The contractor(s) to provide catering services (Coffee break and refreshment) to participants during meetings in all commenced venues when required.
- 1.5 The contractor is to provide a high standard of health hazard prevention measures and best practices within the venue in due to COVID-19 procedures.

**2. Contract Approach:**

- 2.1 UNDP Libya reserves the right to conclude separate contracts with selected contractor(s). Any resulting contract shall be non- exclusive.
- 2.2 The initial term of the contract shall be one (01) year from the effective date (initial term) with the possibility to extend the contract for further period of 1 year, as a result of this tender, and under the same terms and conditions. Subject always to the continuation of UNDP- Libya project(s) mandate, ability of funds, and satisfactory performance of the contractor. The maximum contract period shall be two (02) years.
- 2.3 The selected contractor would agree to provide UNDP the service. Which shall conform to the specification set out in the SOW, and at the fixed unit price specified in the resulting contract, and for the entire duration of the contract.

**3. Details of service:**

- 3.1 UNDP requires a contractor to provide working spaces, in different locations in Libya including but not limited to (Tripoli, Benghazi, Sabha, Obari, Bani Walid etc).
- 3.2 The contractor to provide working spaces of a capacity to accommodate approx. (15-20 people) per location per session, with consideration to health measurements concerning **COVID-19** and strict adherence to spacing, good ventilation, face masking, thermal detectors and providing of sanitizers.

- 3.3 The contractor is responsible for providing, distributing and collecting of Tablets\ or Lab top and audio devices (earphones) to participant at every booked sessions and meetings.
- 3.4 Contractor is responsible to provide an IT specialist to assist participants in Log- in, monitor, operates, and ensures devices connectivity and assist in troubleshooting obstacles that may occur.
- 3.5 Provides catering service to participant upon request from UNDP focal point.
- 3.6 Make sure that all back- ups devices are in readiness and stand by place during meetings such as (V-sat, UPS, power generators etc..).

#### **4. Protocol for C-19 Hygiene:**

- 3.7 Temperature check on entry.
- 3.8 Mask and sanitizers.
- 3.9 Protection equipment for servers: All workers must abide by the obligations of wearing masks, during coffee breaks, Lunch.

#### **5. Invoices:**

- 5.1 UNDP- Libya official will certify the invoice only when the service has been satisfactory.
- 5.2 Invoices should be in English and submitted on monthly basis and must contain details.
- 5.3 Vendor should mention the cost of the service rendered by the date and location.

#### **6. Report summary:**

- 6.1 in an agreed upon formant, the contractor shall provide UNDP with a monthly reporting indicating number of tasks undertaken/ completed.

#### **7. Performance measures/ Key performance indicator**

- 3.10 UNDP wishes to monitor the performance of the contract and will use key performance indicators (KPI's) to facilitate this. These KPI's will be incorporated into the resulting contract and will include, but not limited to:
  - 3.10.1 Service delivery of successfully and within requested time.
  - 3.10.2 Standard of service.
  - 3.10.3 Timeline and accuracy of invoices.

#### **8. Evaluation**

- 3.11 The evaluation shall consider several factors, such but not limited to:
  - 3.11.1 Cost factors.
  - 3.11.2 Capacity.
  - 3.11.3 Experience.
  - 3.11.4 Adherence to C-19 Hygiene protocol.

## 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/UNDP/2020/072 - Provision of conference venues and event Management services to UNDP in different locations, Libya.**

**Locations and Price Schedule / Conference spaces rate proposal:**

No.	NB: adequate speed and bandwidth of Internet is inclusive in each proposal as per contract condition.		Lump sum rate per one session				Meeting duration
			Option 01	Option 02	Option 03	Option 04	
			Location:	Conference facility + IT support + VSAT+ Lunch\ Breakfast.	Conference+ IT support + V-SAT, Coffee break\ Lunch	Conference+ IT+ 10-15 Tabs\ Laptops+ Coffee break.	
1	Locations	TRIPOLI	USD	USD	USD	USD	05-06 hrs.
2		Benghazi	USD	USD	USD	USD	05-06 hrs.
3		Sabah	USD	USD	USD	USD	05-06 hrs.
4		Obari	USD	USD	USD	USD	05-06 hrs.
5		Bani Walid	USD	USD	USD	USD	05-06 hrs.
Total Final and All-Inclusive Price for the services							

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.