



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM: United Nations Development Programme 3, United Nations 50th Anniversary str., Baku, AZ 1001, Azerbaijan	DATE: 14 November 2018 REFERENCE: Procurement and installation of aviaries for chicken and pheasant breeding within "Support to the development of small family businesses in the Sheki-Zaqatala Economic Zone through ABAD regional centre in Balakan" Ref No ABAD 18/08
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Dear Sir / Madam:

We kindly request you to submit your quotation for Procurement and installation of aviaries for chicken and pheasant breeding within "Support to the development of small family businesses in the Sheki-Zaqatala Economic Zone through ABAD regional centre in Balakan", attached detailed in Annex 1 of this RFQ.

Quotations may be submitted on or before **November 22, 2018 18:00 local time by e-mail to below emails addresses.**

To: procurement.aze@undp.org

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.

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

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	✓ DAP
Customs clearance, if needed, shall be done by:	✓ Supplier
Exact Address/es of Delivery Location/s (Identify all, if multiple)	Zagatala region
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	05 December, 2018

Delivery Schedule	✓ Not Required
Preferred Currency of Quotation	✓ United States Dollars
Value Added Tax on Price Quotation	✓ Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	✓ Not Required
Deadline for the Submission of Quotation	November 22, 2018 18:00 local time by e-mail to below emails addresses To: procurement.aze@undp.org
All documentations, including catalogs, instructions and operating manuals, shall be in this language	✓ Russian/English/Turkish
Documents to be submitted	<ul style="list-style-type: none"> ✓ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ✓ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; ✓ Latest Business Registration Certificate; ✓ Company profile ✓ Minimum 2 years of experience in the relevant field; ✓ Document proofing minimum a year of warranty for goods and services ✓ Tax registration certificate (şahadetname) ✓ Must be exclusive of VAT ✓ UNDP does not take any responsibility for technical, environmental, health and safety and emergency cases during the implementation of the assignment and during the warranty period of 1 year after completion of the works indicated in the RFQ. ✓ Latest delivery date is 05 December, 2018
Period of Validity of Quotes starting the Submission Date	<p>✓ 90 days</p> <p>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.</p>
Partial Quotes	✓ Not permitted
Payment Terms	<ul style="list-style-type: none"> - Advance payment - 15% - Upon delivery of the materials and completion of installation works - 85%

Liquidated Damages	<i>0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated</i>
Evaluation Criteria <i>[check as many as applicable]</i>	<ul style="list-style-type: none"> ✓ Technical responsiveness/Full compliance to requirements and lowest price ✓ Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i>
UNDP will award to:	✓ to only one supplier
Site visit	Not needed
Type of Contract to be Signed	<ul style="list-style-type: none"> ✓ Purchase Order ✓ Contract for Goods and Services
Special conditions of Contract	✓ Cancellation of PO/Contract if the delivery/completion is delayed by 10 calendar days.
Conditions for Release of Payment.	✓ Written Acceptance of works based on full compliance with RFQ requirements
Annexes to this RFQ ¹	<ul style="list-style-type: none"> ✓ Specifications of the Goods Required (Annex 1) ✓ Form for Submission of Quotation (Annex 2) ✓ General Terms and Conditions / Special Conditions (Annex 3). <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contacts for Inquiries (Written inquiries only) ²	<p>Ulvi.badaiov@undp.org Procurement.aze@undp.org</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 Proposers.</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.

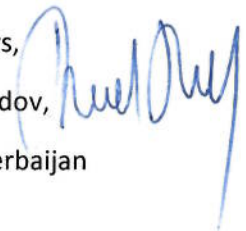
Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>

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,
Subhan Ahmadov,
OM UNDP Azerbaijan



“Support to the development of small family businesses in the Sheki-Zaqatala Economic Zone through ABAD regional centre in Balakan”

The overall objective of the project is to contribute to the socio-economic development of the regions of Azerbaijan through enhancing capacity of the ABAD regional centre in Balakan and fostering the creation of modern and sustainable family businesses in rural areas, and enabling equal opportunities and inclusivity in line with European standards and practices. Through collaboration with and provision of support to the work of “ABAD” public legal entity and selected target families, the project will address the challenges that prevent and impede the development of community-based family businesses and rural entrepreneurship, economic regeneration and job creation in the Sheki-Zaqatala Economic Zone.

The specific objective of the action is to support community-based family businesses to produce high quality competitive value-added products in the Sheki-Zaqatala Economic Zone by focusing on Balakan district.

Through collaboration with and provision of support to the work of “ABAD” public legal entity and selected target families, the project will address the challenges that prevent and impede the development of community-based family businesses and rural entrepreneurship, economic regeneration and job creation in the Sheki-Zaqatala Economic Zone.

Introduction and objective of the services required within the RFQ

Zaqatala is famous for its Hazelnuts and Walnuts. Mulberry trees are well adapted to the area, allowing Zaqatala to preserve the ancient tradition of silkworm breeding. The economy of Zaqatala rayon has an agricultural base - mainly cash-crops and sheep. There is a tea factory, a tobacco transformation plant, a large food plant and a silk cocoon drying plant. The local honey is known across Azerbaijan.

The basis of the district economy is agriculture. The region has grown grain, tobacco, fruits, flowering, tea, melon and vegetable growing and livestock. 55.7 per cent or 75.2 thousand hectares of the region constitute useful land for agriculture.

The region also has a processing industry. Of the 27 industrial enterprises, 78.1 per cent are engaged in the processing industry. The food industry accounts for 81.0 per cent of the industry's output.

Zaqatala region has rich natural resources. The region has considerable potential for the development of tourism, furniture industry, construction industry, hunting, medicinal plants supply and processing industry.

Zaqatala is also famous for its hazelnut and delicious vegetables and fruits. During number of meetings with the representatives of supermarket chains, they showed their interest in these products. At one time, the former CEO of one of the supermarket chain pointed to the need for high-quality and environmentally friendly semi-finished and finished products.

In Zaqatala, two related families, despite the age of representatives (both over 60 years old) have long been aware of this trend. They presented wonderful packaged fruits and vegetables, nuts and herbs. They bought a small vacuum apparatus, independently learned the process of processing products, freezing and other storage, and began experiments. They showed the whole notebook where they write down the results of the experiment: storage times, changes in taste, presentation and so on. One of them

is a cook with experience and another amateur winemaker. Knowing how to work with products, they were able to surprise with the quality of vegetables and fruits, which they kept ready for use for months. Zaqatala products are very high quality, and families are ready to invest in the construction of a small workshop. The interests of the market coincided with the possibilities of families in this case, too.

Processed fruit and vegetables is expected to grow over the forecast period. This will be supported by busier lifestyles and higher female employment, which will limit the time for home preparation of processed fruit and vegetables. The rise in the number of modern grocery retailers is also expected to boost sales over the forecast period.

Another traditional direction in Zaqatala is the pheasant raising. Conditions for hunting pheasants at different times are regulated differently. In some years there are restrictions on hunting and sale. Pheasant breeding in this vein has a direct impact on the conservation of the pheasant population. The fact is that, despite the ban on the sale of the game birds in some years, pheasants could always be found in many restaurants and markets. The author personally saw this and knows the price of one bird on the black market this year: it is 30 AZN. The main source of meat is poachers, who sell it in bulk for much less money. Pheasant breeding is a kind of struggle against poaching, certification and verification of production, a civilized method of sales. Despite the fact that pheasantry is traditional for Zaqatala, many are afraid to advertise it, because they think that they are doing something illegal. The lack of information and support from the relevant local authorities creates a background for this. During the meeting with the director of the ABAD a few days ago, the author found out whether ABAD was ready to support further this business. Understanding both economic and environmental significance, I received assurances of full support not only in business but also the influx of people and work with government agencies in this direction. Project will support a professional pheasant breeder family.

Another family, which will breed chicken on its territory in a picturesque forest was also chosen in Zaqatala. In recent weeks, the price of chicken meat has increased. There is a special demand for meat from subsidiary farms, where the chicken is grown in a traditional way. Moreover, companies from the countries of the Gulf began to be interested in chicken from Azerbaijan. Such an environmentally friendly region with the best corn in the country is excellent for this business. Bravo supermarket chain is highly interested in farm chickens and eggs, too.

Specification for equipment for pheasant and chicken farms

There must be following equipment:

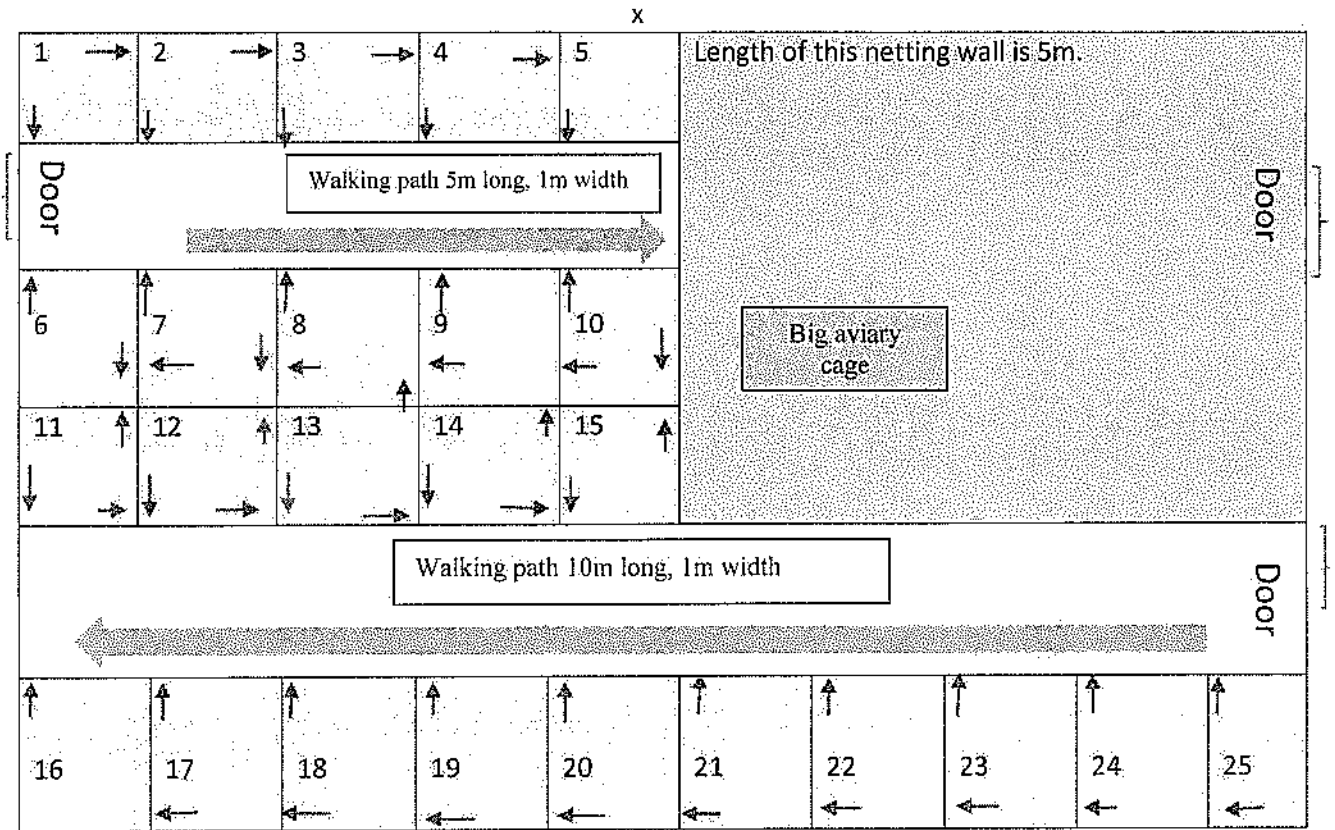
- Aviaries
- Incubators
- Packaging equipment
- Refrigerator

Details:

Description of aviaries

Measures of the aviaries must be: 10m of length, 5m of width and 2.4m of height each. Inside, aviaries must have walking paths. The aviary must have small 15 sections and 1 big section. It must be made of stainless steel netting, with 1cm*1cm cells. It will be closed top aviary. The top is closed with the same netting material. The stainless steel netting must be installed using wooden bearing pillars for netting walls and top (any wood, but preferably pinewood). For netting walls there must be 33 pillars of minimum 5cm*3cm*2.8m size and for the top there must be 6 pillars of minimum 5cm*3cm*5m.

All details are shown inside the scheme.



There are 3 doors of the same material. Doors are 0.8m of width and 2m of length. Doors must have simple latches.

Big aviaries sizes are 5m*3.25m and height is 2.4m. Small aviary cages sizes are 1m*0.75m. All netting walls of small cages pointed by blue narrows are 0.5-0.7m of height. Small cages are top open.

Description of incubators

There must be two incubators (175-240V, 340W). One incubator must be for 1000 eggs and the second for 2000 eggs. Measures of the 1000 eggs incubator must be up to 1.5m*1m*1m. Measures of the 2000 eggs incubator must be up to 2m*1m*1.5m. Carcass of incubators must be metal; external coat must be made of galvanized steel. Both incubators must have following features: automatic ventilation and humidification, possibility of water adding without opening the incubator door, automatic egg turning, automatic alarm signal in case of dangerous temperature or moisture level. Incubators must have integrated voltage stabilizer (Input Voltage: 140~ 260V. Frequency: 50 / 60 Hz. Output Voltage: 220 / 230

/ 240V. Precision: $\pm 8-10\%$. Protection: High temperature, high/low voltage, short circuit. Operating temperature: 0-40C. Capacity: min 1000VA). The bidder must provide the certificate of conformity in case is the bidder is the manufacturer.

Description of refrigerators

Refrigerators must be of 300-400l. Measures min: 120cm*60cm*80cm. Energy consumption class A/B. Temperature range of the freezer must be -18/0 degree C min. Power supply: 220-240V. Camera: 1.

Description of the packaging equipment and material

Packaging machine of any origin (220V/50-60Hz). Operational capacity: 30-50 plastic packs of 500-1500 gr/hour. 220.V Size max: Manual operation.

Plastic boxes for packaging (hygienic certificate, allowed for food packaging)

Wrapping film, 20-50 mcm, for food industry

FORM FOR SUBMITTING SUPPLIER'S QUOTATION³

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁴)

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. **ABAD 18/08**

TABLE 1 : Offer to Supply Goods/Services Compliant with Technical Specifications and Requirements

#	Unit	Quantity	Unit	Price in USD excluding VAT
1	Aviaries	2	ea	
2	Incubator 1000 eggs	1	ea	
3	Incubator 2000 eggs	1	ea	
4	Refrigerators	2	ea	
5	Packaging machine	2	ea	
6	Packaging wrap	200	m	
7	Packaging boxes	200	ea	
	Total	6		

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time (November 30, 2018)			
Latest Business Registration Certificate;			
Company profile			
Minimum 2 years of experience in the relevant field;			
UNDP does not take any responsibility for technical, environmental, health and safety and emergency cases during the implementation of the assignment and during the warranty period of 1 year after completion of the works indicated in the RFQ			
Validity of Quotation for 90 days			
Tax registration certificate (şəhadətnamə)			
Must be exclusive of VAT			
Certificates of goods (if applicable)			
All Provisions of the UNDP General Terms and Conditions			
Latest delivery date December 05, 2018			
Document proofing minimum a year of warranty for goods and services (upon delivery)			
Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;			
Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;			

The price must include delivery and installation. The company must provide the basic training for the beneficiaries.

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.