



REQUEST FOR QUOTATION (RFQ)

DATE: April 5, 2016
REFERENCE: LEB/CO RFQ/76/16

Dear Sir / Madam:

We kindly request you to submit your quotation for **the Supply of Seventy (70) Samsung T560 Tablets for the UNDP Project “Rapid Poverty Assessment in Lebanon”**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted **on or before April 15, 2016 at 10:00 a.m. Beirut Local Time and via e-mail, or via courier mail or by hand to the address below:**

United Nations Development Programme
Procurement Unit, UNDP Lebanon
Room # 310, 3rd Floor
Arab African International Bank Building, Riad El Solh Street
Nejmeh, Beirut 2011 5211, Lebanon
Tel: +961 1 962 500
Fax: +961 1 962 491
E-mail: procurement.lb@undp.org

Quotations submitted by email must be limited to a maximum of 8 MB, virus-free and no more than 2 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s.

Delivery Terms [INCOTERMS 2010]	DDP, Delivered Duty Paid: Delivery at Place and Customs Paid
Customs clearance, if needed, shall be done by:	Supplier
Exact Address/es of Delivery Location/s	UNDP Lebanon Country Office
UNDP Preferred Freight Forwarder, if any	Not Applicable
Distribution of shipping documents (<i>if using freight forwarder</i>)	Not Applicable
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> Within 2 weeks from Purchase Order Signature.
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	Please refer to the attached Schedule of Requirements and Technical Specifications.
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for the minimum period of One (1) as mentioned in the attached Schedule of Requirements and Technical Specifications <input checked="" type="checkbox"/> Technical Support
Deadline for the Submission of Quotation	Friday, April 15, 2016 at 10:00 a.m. Beirut Local Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including Data sheets, Catalogues and certificates of conformity for the main components relevant to the goods being procured; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate;

	<input checked="" type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> VAT Registration Certificate (if applicable);
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	The payment currency is USD, and the payment will be made as follows: 100% upon deliverable of goods and of letters certifying the requirements on warranty and spare parts. Within thirty (30) calendar days after the date of the satisfactory certificate of completion for the respective installation works and Testing and Acceptance issued by the UNDP assigned entity.
Evaluation Criteria	<input checked="" type="checkbox"/> Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this RFQ (e.g. warranties, etc.). <input checked="" type="checkbox"/> The time schedule complies with the deadlines set in the RFQ. <input checked="" type="checkbox"/> Proof of after-sales service capacity and appropriateness of local service and technical support available. <input checked="" type="checkbox"/> The technical description of equipment complies with the requirements of performance and size of the RFQ. <input checked="" type="checkbox"/> Authorizations by the main goods' manufacturer to Bidder offering to supply the goods in the country of final destination. Not required for goods which the Bidder manufactures. <input checked="" type="checkbox"/> The statement of warranty, backed by the manufacturer's guarantee, meets or exceeds the required period.
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract if the delivery/completion is delayed by one (1) week. <input checked="" type="checkbox"/> Others, refer to Annex 3 – General Terms and Conditions
Conditions for Release of Payment	<input checked="" type="checkbox"/> Letters certifying the requirements on warranties, spare parts, and standards <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements

Annexes to this RFQ	<input checked="" type="checkbox"/> Schedule of Requirements and Technical Specifications (Annex 1) <input checked="" type="checkbox"/> Form for Submission of 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 (Written inquiries only) ¹	UNDP Lebanon Procurement Unit Email: procurement.lb@undp.org 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.
No. of copies of quotation that must be submitted (if by courier or hand)	Original: One Copy: One

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, 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.

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Any Contract 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, 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 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,

Luca Renda
Country Director
April 5, 2016

SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

A. Project Name

“Rapid Poverty Assessment in Lebanon”

B. Project ID

Project number 91297

C. Type of contract

Purchase Order of Samsung T560 Tablets for the UNDP Project “Rapid Poverty Assessment in Lebanon”

D. Project Background

Funded by the Government of Japan through the UNDP Regional Bureau of Arab States, UNDP is implementing a project under the title “Rapid Poverty Assessment in Lebanon”. This project is being performed with the American University of Beirut, AUB, under the leadership of the Ministry of Social Affairs and in cooperation with the Central Administration of Statistics.

The Ministry of Social Affairs and UNDP conducted a study entitled “Poverty, Growth, and Income Distribution in Lebanon” in August 2008. It was based on the “Living Conditions of Households” survey undertaken by the Central Administration of Statistics in 2004. According to this assessment, 28.5% of the Lebanese population were estimated to be poor, living on less than \$4 per day; this was equivalent to 1.07MN individuals. The assessment also found that eight percent or 300,000 individuals can be considered as extremely poor (living on less than \$2.4 per day), unable to meet their most basic food needs. Regional disparities were found to be striking; in fact, whereas poverty rates were insignificant in Beirut (below 1% of extreme poverty and below 6% of overall poverty), they were very high in the North (18% of extreme poverty and 53% of overall poverty).

In December 2015, the Central Administration of Statistics has released figures for poverty in Lebanon pertaining to 2011, prior to the presence of Syrian refugees. In summary, poverty in Lebanon was estimated at 27%, with the rate in Beirut and Mount Lebanon being the lowest at 16% and 22% respectively and the highest rates registered in the Bekaa and the North at 38% and 36% respectively.

The only available estimate for poverty following the presence of the Syrian refugees was made in September 2013, when the UN and the World Bank conducted the “Economic and Social Impact Assessment - ESIA” which indicated that the conflict in Syria will push approximately 170,000 Lebanese into poverty by end-2014, over and above the 1 million Lebanese who were living below the poverty line in 2008.

Barring these estimates about the impact of the crisis on poverty rates, and the 2008 study conducted by MOSA, CAS, and UNDP, there has been a gap in socio-economic and especially poverty data, which has not been filled and which is required for better orienting the country's overall social policies. Filling such data gaps will also help guide UNDP's response to the spill-over of the Syria conflict in Lebanon.

E. Objective and beneficiaries

The objective is to perform a nation-wide survey by working with field workers who will perform the data collection process. The survey will be tablet-based and conducted offline using a tablet application based on ODK to ensure the survey runs smoothly even in areas with weak internet coverage. For this purpose, 70 tablets will be purchased. More specifically, the questionnaire will be set-up on all tablets in the aim to move out from a paper-based format. This will remove the hassle (and cost) of having to print and store copies and transport them to the data entry team in Beirut on a daily basis from the 8 areas or governorates. It will greatly minimize data collection errors, data entry errors and the loss of any filled questionnaire. Supervisors will be reviewing filled questionnaire and sending them to the data team. This will allow the review of collected data on a daily basis to ensure all questions are properly collected, provide additional information to the data collection team in case any errors are detected in the data and optimize data collection efficiency and effectiveness.

After the field work is completed and the questionnaire is filled, the tablets will be transferred to the Ministry of Social Affairs and CAS, who will constitute the end beneficiaries.

F. Technical specifications

Samsung T560 with Wi-Fi

NETWORK	<u>Technology</u>	<u>GSM / HSPA</u>
LAUNCH	<u>Announced</u>	2015, June
	<u>Status</u>	Available. Released 2015, July
BODY	<u>Dimensions</u>	241.9 x 149.5 x 8.5 mm (9.52 x 5.89 x 0.33 in)
	<u>Weight</u>	490 g (Wi-Fi)/ 495 g (3G) (1.08 lb)
	<u>SIM</u>	Micro-SIM
DISPLAY	<u>Type</u>	TFT capacitive touchscreen, 16M colors
	<u>Size</u>	9.6 inches (~73.9% screen-to-body ratio)
	<u>Resolution</u>	800 x 1280 pixels (~157 ppi pixel density)

	<u>Multitouch</u>	Yes
	<u>Stylus pen</u>	Yes
	<u>Cover</u>	Yes
PLATFORM	<u>OS</u>	Android OS
	<u>CPU</u>	Quad-core 1.3 GHz
MEMORY	<u>Card slot</u>	microSD, up to 128 GB
	<u>Internal</u>	8 GB + additional 8GB (total = 16 GB)
		1.5 GB RAM
CAMERA	<u>Primary</u>	5 MP, 2592 x 1944 pixels, autofocus
	<u>Features</u>	Geo-tagging
	<u>Video</u>	720p@30fps
	<u>Secondary</u>	2 MP
SOUND	<u>Alert types</u>	MP3, WAV ringtones
	<u>Loudspeaker</u>	Yes
	<u>3.5mm jack</u>	Yes
COMMS	<u>WLAN</u>	Wi-Fi 802.11 b/g/n, Wi-Fi Direct, hotspot
	<u>Bluetooth</u>	v4.0
	<u>GPS</u>	Yes, with A-GPS, GLONASS
	<u>Radio</u>	To be confirmed
	<u>USB</u>	microUSB v2.0
FEATURES	<u>Sensors</u>	Accelerometer
	<u>Messaging</u>	Email, Push Mail, IM
	<u>Browser</u>	HTML5
	<u>Java</u>	No
		<ul style="list-style-type: none"> - MP4/H.264 player - MP3/WAV/eAAC+/Flac player - Photo/video editor - Document viewer

BATTERY		Non-removable Li-Ion 5000 mAh battery
	<u>Stand-by</u>	
	<u>Talk time</u>	Up to 7 h 30 min (multimedia) (2G) / Up to 26 h (3G)
	<u>Music play</u>	Up to 95 h
MISC	<u>Colors</u>	Pearl White, Metallic Black

Spare Parts: All components that maybe replaced during the life time of the products need to have spare parts locally available at the Supplier. The spare parts need to be available after the date of delivery.

Warranty: The delivered Tablets shall be tested, commissioned and handed over complete and in perfect operating condition and shall be covered under a manufacturer warranty (parts and labour) for a minimum period of 12 months from the date of commissioning.

G. Payment terms

100% of the delivered Goods Value shall be paid to the Supplier upon UNDP acceptance and satisfactory completion of the Delivery and Testing of the Goods, and upon submission of letters certifying the requirements on warranty and spare parts.

H. Delivery period and place

Delivery period: 2 weeks from Purchase Order Signature

Delivery place: UNDP Country Office

Incoterms: Delivery Duty Paid (DDP).

FORM FOR SUBMITTING SUPPLIER'S QUOTATION²
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)

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. LEB/CO RFQ/76/16:

Items #	Description of Item	units	QTY	Total Price (US \$)
1	Samsung T560 Tablets	unit	70	

Total Price US\$ (DAP, exclusive of VAT)	
Customs Charges US\$	
Grand Total Price US\$ (DDP, exclusive of VAT)	
VAT (10%) US\$ (if applicable)	
Grand Total Price US\$ (DDP, inclusive of VAT)	

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

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]

² This serves as a guide to the Supplier in preparing the quotation and price schedule.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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.