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# Request for Quotation

## Supply, Delivery and Installation of 500 KVA Power Transformer at Saudi Maternity Hospital at Kassala, Kassala state (Re-advertised)

**Event ID:** 0000004057

**RFQ No.:** RFQ/KRT/19/17/R1

**Project:** East Sudan Health Project

**Country:** Sudan

**Issued on:** 16 July 2019

## REQUEST FOR QUOTATION (RFQ)

REFERENCE: RFQ/KRT/19/17/R1

DATE: July 16, 2019

Dear Sir / Madam:

We kindly request you to submit your quotation for **“Supply, delivery and installation of 500 KVA electrical power transformer to Saudi Maternity Hospital at Kassala, Kassala state, Sudan”** as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1, 2 and 3.

Bidders who are registered on the e-Tendering will be able to download the complete bidding documents from the e-Tendering website at:

<https://etendering.partneragencies.org>

**Event ID: SDN10-0000004057**

Also, a full set of ITB (soft copy) can also be obtained free of charge from:

**“UNDP Procurement Unit, House7, Block5, Gama’a Avenue, P.O. Box 913 Khartoum, SUDAN”**

The default mode of submission is eTendering. Documents should be submitted on or before the deadline **July 31, 2019 , 14: 00 Hours, Khartoum Local time, via:**

[eTendering Portal: https://etendering.partneragencies.org](https://etendering.partneragencies.org)

**Event ID: SDN10-0000004057**

However, bidders who do not have access to internet may submit their offer through the following:

Hard copy submission to the following address:

**“Procurement BID BOX” at House7, Block5, Gama’a Avenue,  
P.O. Box 913 Khartoum, SUDAN**

In case your company is not registered in the e-Tendering Module, please use the following temporary username and password to register your company/firm:

**Username:** [event.guest](#)

**Password:** [why2change](#)

You may acknowledge receipt of this RFQ utilize the “Accept Invitation” function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFQ. Should you require further clarifications, kindly communicate with the contact person/s identified in tender document as the focal point for queries on this RFQ.

**Important Notes:**

- 1) The default mode of submission is eTendering, however, prospective bidders will have the option of submitting a hardcopy bid through UNDP CO bid box.
- 2) Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries of ITB is only through eTendering.
- 3) If two identical financial offers are received from one bidder in the eTendering as well as hardcopy submission, the evaluation will be carried out on the offer submitted through eTendering.
- 4) If two different financial offers are received from one bidder in the eTendering as well as hardcopy submission, it will be treated non-responsive due to submission of alternative bid.

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, kindly ensure that they are signed and in the PDF format, and free from any virus or corrupted files.

For any further enquiries, please send it to the following email 24 hours before closure date: [roweida.mohamed@undp.org](mailto:roweida.mohamed@undp.org) and copying [mehdi.khalili@undp.org](mailto:mehdi.khalili@undp.org) **[DO NOT USE THESE EMAILS FOR THE SUBMISSION OF YOUR OFFERS]**. Offers submitted through fax will be rejected.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned work/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<b>DDP</b> Saudi Maternity Hospital at Kassala, Kassala state, Sudan
Exact Address/es of Delivery Location/s (identify all, if multiple)	<b>Saudi Maternity Hospital at Kassala state</b>
Distribution of shipping documents (if using freight forwarder)	N/A
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<b>4 Weeks</b> from the issuance or signing the contract
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	<input checked="" type="checkbox"/> As per standard: up to the Contractor to ensure equipment supplied are intact/not tempered with. Damaged items will not be received and should be replaced with a new one of the same specifications.
Mode of Transport	<input checked="" type="checkbox"/> Any mode: up to the contractor
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency (SDG)  ✓ All payments should be done via bank transfer or depositing to Company bank account.
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Could be inclusive of VAT and other applicable indirect taxes

After-sales services required (Defect liability Period)	<input checked="" type="checkbox"/> The project shall be under the contractor's liability for 12 months (defect liability period) during this time the contractor shall be responsible of correcting any defects.
Allowable Manner of Submitting Bids	<p>The default mode of submission is eTendering:  <a href="https://etendering.partneragencies.org">eTendering Portal: https://etendering.partneragencies.org</a>  <b>Event ID: SDN10-0000004057</b></p> <p><b>OR</b>          Bid Box at UNDP Office - House No. 7, Block No. 5, UNDP Compound, Khartoum, Sudan</p>
Deadline for the Submission of Quotation	<b>Wednesday, July 31, 2019 at 14:00 Hours, +2 GMT</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English; and/or <input checked="" type="checkbox"/> Arabic.
Documents to be submitted	<input checked="" type="checkbox"/> Copy of Company/Business Registration Certificate <input checked="" type="checkbox"/> Company Profile <input checked="" type="checkbox"/> Evidence of Company pre-qualification with the National Electricity Corporation (NEC), Sudan (the latest prequalification) with (Classification A) <input checked="" type="checkbox"/> Certification or authorization as Agent /on behalf National Electricity Corporation (NEC), Sudan. <input checked="" type="checkbox"/> Detailed Specification, country of origin certificate and model number of the proposed Transformer. <input checked="" type="checkbox"/> Duly Accomplished (signed and stamped) Form as provided in Annexes 1 and 2 <input checked="" type="checkbox"/> List of previous similar supply completed during the last three years only; <input checked="" type="checkbox"/> Properly filled-in Priced BOQs in as per the format provided with company stamp and signature. <input checked="" type="checkbox"/> Letter of confirmation to provide after-sales services during warranty period of 12 months; <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top Three Clients in terms of Contract Value in the past 5 years;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> <b>60 days</b> 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 Proposer shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> <b>Not Permitted</b>
Payment Terms	Upon completion of 100% of delivery, completion of works and after certification by the Engineer.
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.7% Max. no. of days of delay: 14 days Next course of action: May lead to contract termination at the discretion of UNDP when liquidated damage amount reaches 10% of contract value for 14 days of delay whichever comes first

Evaluation Criteria	<ul style="list-style-type: none"> <li>✓ Full compliance of Bid to the Technical requirements and BOQ, lowest priced Bid and Vendor is eligible;</li> <li>✓ Full acceptance of the PO/Contract General Terms and Conditions;</li> <li>✓ Appropriateness of the implementation Timetable to Project Schedule and resources.</li> </ul>
UNDP will award to:	<input checked="" type="checkbox"/> One Supplier: depending on the lowest price/technically responsive offeror
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	N/A
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of works based on full compliance with RFQ requirements.
Annexes to this RFQ	<input checked="" type="checkbox"/> The BOQs of the works Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions of Contracts (Annex 3). <input checked="" type="checkbox"/> Additional Information -SEDC Study (Annex 4)  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement
Quantity Variation	UNDP reserves the right to request the selected contractor to deliver additional equipment or accessories up to 25% of contract /PO value with the same unit rate as that of the original Quotation (Offer) in case where additional equipment may be necessary to successfully complete the project
Contact Person for Inquiries (Written inquiries only)	Bidders requesting clarification of any of the items, technical requirements, or conditions stipulated in this RFQ shall communicate in writing with UNDP office at: <a href="mailto:roweida.mohamed@undp.org">roweida.mohamed@undp.org</a> and copying <a href="mailto:mehdi.khalili@undp.org">mehdi.khalili@undp.org</a> 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 all potential Proposers.

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

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

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

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

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

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP 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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Issued by	Approved by
	
Name: Roweida Mohamed Title: Procurement Analyst Date: July 16, 2019	Name: Mehdi Khalili Title: Head of Procurement Unit Date: July 16, 2019

## Annex 1

### Bill of Quantities

#### Supply, delivery and installation of 500 KVA electrical power transformer in Saudi Maternity Hospital at Kassala state

Item No.	Description	UOM	Qty.	Unit Rate	Amount (SDG)
	<i>Rate should include but not limited to:</i> <i>- Supplying, Installing, Connecting and testing unless otherwise indicated.</i> <i>- all fees that required by Sudanese Electrical Distribution company (supervision fees, contractual fees,..etc.)</i> <i>All works, covered by this Bill, shall be according to the specifications, instructions and satisfaction of the Engineer.</i>				
1	توريد وتركيب محطة متكاملة 500 ك ف أ / 11 ك ف بجميع الملحقات (بدون مفتاح)  Warranty shall be 12 months from the date of hand over.	عدد	1.00		
2	صبية محطة 500 ك ف أ	عدد	1.00		
3	توريد ورفع عدد 5 عمود دائري بطول 10 متر	عدد	5.00		
4	استي بليت	عدد	4.00		
5	بورسلان صباني 1 ك ف	عدد	4.00		
6	بورسلان ض م	عدد	20.00		
7	جزم كيبل 95 مم	عدد	16.00		
8	حجر صباني ض م	عدد	4.00		
9	حدوة كاملة بسمار	عدد	8.00		
10	سلك صباني	متر طولي	40.00		
11	كيبل نحاس 4*95 مم مسلح	متر طولي	70.00		
12	لاين تاب 16 - 95 مم المونيوم	عدد	24.00		
13	مسمار 10 بوصة بصامولة ووردة	عدد	20.00		
14	مسمار صباني كامل	عدد	1.00		
15	موصل المونيوم 95 مم مكسي	متر طولي	900.00		
<b>Bid Price (All Inclusive)</b>				<b>SDG</b>	

## Annex 2

### FORM FOR SUBMITTING SUPPLIER'S QUOTATION

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to complete the works as per items listed above in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ/KRT/19/17/R1**

### Supply, Delivery and Installation of 500 KVA Power Transformer in Kassala

Instruction to Bidders:

1. The currency of Bid is SDG.
2. Bidders shall price each Item as provided in the BOQ. If the Bidder did not quote for an item, it will be considered as Zero.
3. In case of discrepancy between unit price and total, the unit price shall prevail.
4. Bidder shall provide bid price as per provided Bill of Quantities (BOQ).
5. UNDP reserve the right to vary the quantity of material to be procured, maintaining the same unit price quoted by the bidder.
6. Bidders shall be guided by SEDC Study attached to RFQ as (Annex 4)

**TABLE 1: Offer of the required works**

#	Description	Total Price (SDG)
1	<b>Bid Price -All Inclusive for Supply, delivery and installation of 500 KVA electrical power transformer to Saudi Maternity Hospital at Kassala</b>	

Name of Bidder (Company / Firm):

Authorized signature:

Name of Authorized signatory:

Functional Title:

Email Address:

Contact Number:



**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>
Technical responsiveness/Full compliance to requirements;			
Completion Time <b>(4) Weeks</b>			
Minimum 12 months warranty for supplied transformer from the date of hand over/ acceptance of Transformer			
Validity of Quotation (60 days)			
All Provisions of the UNDP General Terms and Conditions (Annex 3)			

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

Name of Bidder (Company / Firm):

Authorized signature:

Name of Authorized signatory:

Functional Title:

Email Address:

Contact Number:

**GENERAL TERMS AND CONDITIONS FOR CONTRACTS**

**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 affect 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.

## **Annex 4**

### **SEDC Study**