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**REQUEST FOR QUOTATION**

**RFQ 46/2017**

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| **RFQ 46/2017 Procurement and installation of grid – connected photovoltaic system in village of Hamzali** | **DATE: 12.10.2017** |
| **REFERENCE: 00097168 - Restoration of Strumica River Basin** |

Dear Sir / Madam:

We kindly request you to submit your quotation in MKD, VAT excluded in a sealed envelope under **RFQ 46/2017 Procurement and installation of grid – connected photovoltaic system**, 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 **25 October 2017 by 10:00** **a.m.** by hand delivery to UNDP reception or via ☒ courier mailto the address below:

**UNDP**

**RFQ 46/2017 Procurement and installation of grid – connected photovoltaic system**

**DO NOT OPEN BEFORE 25 October 2017 by 10:00 a.m.**

**Jordan Hadzi Konstantinov-Dzinot 23,**

**1000 Skopje**

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 services:

|  |  |
| --- | --- |
| Deadline for offer submission: | **☒ 25 October 2017 by 10:00 a.m. (by post or hand delivery)****NO PUBLIC OPENING**  |
| Delivery Schedule | **☒ Required (maximum 2 months upon signing of contract for completion for delivery and installation works)** |
| Preferred Currency of Quotation | [x]  **Local Currency – MKD** **☒ United States Dollars (US$) for international bidders** **VAT expressed separately***Note: currency conversion will be done based on UN operational exchange rate (UN Rate) at the last day of bid submission* |
| After-sales services required | * **Availability of services support within maximum 10 days upon request within the warranty period**
* **Availability of service and spare parts for minimum 1 year after the expiry warranty period;**
 |
| Language of offer preparation | **☒ English, except for the Form in Annex 2** |
| Documents to be submitted | * Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1. Financial offer expressed in MKD, VAT expressed separately;
* Copy of original document defining the constitution or legal status, place of registration, and principal place of business (Certificate of Registration of the business, including Articles of Incorporation, or equivalent document);
* Brief company profile and copies of Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any (in English);
* Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder;
* Technical description of items: Full detail including technical and performance characteristics and exact model and country of origin for all listed items;
* Warranty of minimum 10 years for the PV modules for power of installed modules min 90% of the nominal power;
* Warranty period of 5 years for the three-phase invertor;
* DIN VDE 0126-1-1:2006 or equivalent and CE mark or equivalent for the three-phase invertor (item 3);
* Warranty of 1 year for the overall system, parts and services;
* Availability of Certificate of quality for the equipment if any;
* Declaration of conformity;
* Statement of in-country after-sales service capacity and appropriateness of service network;
* At least 1 reference from beneficiary institutions/companies to whom you have supplied similar system (email addresses for reference check);
 |
| Period of Validity of Quotes starting the Submission Date | ☐ 60 days ☐ 90 days **☒ 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 |  ☒ **Not permitted** |
| Terms of delivery | **Maximum 2 months upon signing of contract** |
| Place of delivery: | **village of Hamzali, Muncipality of Bosilovo** |
| INCOTERMS | **DDP** |
| Payment Terms | **☒ 100% upon complete delivery and installation of goods including training for use of the equipment** |
| Evaluation Criteria  | **☒ Technical responsiveness/Full compliance to requirements and lowest price****☒ Full acceptance of the PO/Contract General Terms and Conditions**  |
| UNDP will award to: | **☒ One supplier** |
| Type of Contract to be Signed | **☒ Purchase Order**:  |
| Special conditions of Contract | **☒ n/a**☐ Others  |
| Conditions for Release of Payment | **☒ Written Acceptance of goods based on full compliance with RFQ requirements by UNDP****☒ Full documentation with invoice** **☒ Technical commissioning of the system in the presence of UNDP experts** |
| Annexes to this RFQ | **☒ Specifications of the Goods Required (Annex 1)****☒ Form for Submission of Quotation (Annex 2)****☒ General Terms and Conditions / Special Conditions (Annex 3)****☒ Drawing and location (Annex 4, separate file)****Drawings (are available in a separate pdf file) at the web site www.mk.undp.org**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) | *Procurement Unit**procurement.mk@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. |

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 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.

**ANNEX 1**

**Technical specifications**

**Remark:** Please note that the given specifications are the minimum requirements that must be met by your offer. UNDP will not accept any specification that is below these requirements. You may, however, offer better performance and higher specifications.

Contract will be awarded to a company/companies that will meet the specifications and offer the lowest price.

|  |  |  |
| --- | --- | --- |
| **Р.бр** | **Опис на опремата и материјалот** | **Единечна мера** |
| 1 | **Изработка на Проектна документација (Основен проект) со сите потребни фази за фотоволтаичен систем тип Grid Tied со инсталирана моќност од минимум 40 kWp, за кровна инсталација** | парче |
| 2 | **Фотоволтаични модули минимум 250 Wp поликристални** | парче |
|  | - номинална моќност минимум **250W ± 10%**- напон при максимална снага **од 29,5 до 38V**- струја при максимална моќност **од**  **8 до 9 А**- напон на отворено коло **од 35 до** **39V**- струја на куса врска **од 8,3 до 9,3 A**- број на ќелии минимум **60** - максимално оптеретување од ветер **5200 Pa** до **5400 Pa**- разводна кутија **IP67 - MC4**  или еквивалентно- фабричка гаранција минимум **10 год.** која се однесува на моќноста- 90% од номиналната моќност-работна амбиентална температура од -30˚С до +50˚С |  |
| 3 | **Трофазен инвертор min 20 kW**  | парче |
|  |  **DC страна (еднонасочно нисконапонско ниво):** |  |
|  | - Број на MPP влезови минимум **2**- MPP напон од **351 V** до **710 V****-** Максимално DC напрегање на инвертор – од **750-850Vdc** - максимална влезна струја на секој еден од MPP влезовите **≥19 A** - Број на DC влезови минимум **2+2**- максимална постигната пик моќност на PV генераторот >**20.000** – **25.000W** |  |
|  |  **AC страна (наизменично нисконапонско ниво):** |  |
|  | - номинален напон **400V (+/- 20%)**- Опсег на факторот моќност **cos φ = 0,8 – 0,9 инд./капац**.- Номинална излезна струја > 29А- номинална моќност ≥**20.000W**- номинална фреквенција **50/60 Hz ±0.3 Hz** |  |
|  |  **Карактеристики на работните перформанси:** |  |
|  | - максимална ефикасност **≥ 97,5%**- Европска ефикасност **≥ 97%**- MPP ефикасност**> 98% или еквивалентно**- Stand by напон **≤ 10V**- амбиентална температура: **-200C до + 600C**- степен на заштита **IP 65 или еквивалентно**- Сертификати:- **DIN VDE 0126-1-1:2006 или еквивалент,**- **CE mark или еквивалент,****- Гарантен период од 5 години** |  |
| 4 | **Еднонасочен DC дел** |  |
|  |  - Фотоволтаичен конектор – MC 4 компатибилен – F+M | компл. |
|  |  - Соларен кабел со двојна изолација за монтажа на отворено – 1x6 mm2 | метри |
| 5 | **Наизменичен AC дел** |  |
|  |  - Електричен ормар ( инверторски) погоден за надворешна монтажа (IP 65) или еквивалентно, опремен со заштитна и комутациска опрема, опремен со заштита на инверторот по однос на струја и напон од страна на електричната мрежа. | сет |
| 6 | **Систем кој обезбедува следење и мониторинг на произведената енергија од** фотоволтаичната централа | парче |
|  |  Smart meter, обезбедува пренос во реално време на податоците за потрошувачката на електрична енергија. |  |
|  | Контролер (data logger) обезбедува следење и контрола во реално време на работата на инверторот. Во моменти на ниска или нулта потрошувачка контролерот софтверски ја ограничува моќноста на инверторот до ниво еднакво на потрошувачката на енергија во определениот момент. |  |
|  | Рано стартувачки громобрански систем PREVECTRON S 6.60T (комплет со метален столб со min h=10m) или еквивалентно.  | сет |
| 7 | **Занатски работи** |  |
|  | Конструкција за модулите за кровна инсталација | Компл. |
| 8 | **Пуштање во употреба, мониторинг и подесување на системот** |  |
| 9 | **Комплетирање и предавање на документација и гаранции** |  |
| 10 | **Обука за користење и примопредавање** |  |
| 11 | **Гарантен период од 1 година на целокупниот систем** |  |
| 12 | **Доказ за сообразност** |  |
| 13 | **Достапност на сервис во рок од 10 дена од пријавување на дефект** |  |

**ANNEX 2**

**FORM FOR SUBMITTING 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 deliver works in conformity with RFQ 46/2017 Procurement and installation of grid – connected photovoltaic system in village of Hamzali

**TABLE 1:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Р.бр** | **Опис на опремата и материјалот** | **Единечна мера** | **Количина** | **Единечна цена без ДДВ** | **Вкупен износ без ДДВ** | **Производител** |
| 1 | **Изработка на Проектна документација (Основен проект) со сите потребни фази за фотоволтаичен систем тип Grid Tied со инсталирана моќност од минимум 40 kWp, за кровна инсталација** | парче | 1 |  |  |  |
| 2 | **Фотоволтаични модули минимум 250 Wp поликристални** | парче | 160 |  |  |  |
|  | - номинална моќност минимум **250W ± 10%**- напон при максимална снага **од 29,5 до 38V**- струја при максимална моќност **од**  **8 до 9 А**- напон на отворено коло **од 35 до** **39V**- струја на куса врска **од 8,3 до 9,3 A**- број на ќелии минимум **60** - максимално оптеретување од ветер **5200 Pa** до **5400 Pa**- разводна кутија **IP67 - MC4**  или еквивалентно- фабричка гаранција минимум **10 год.** која се однесува на моќноста- 90% од номиналната моќност-работна амбиентална температура од -30˚С до +50˚С |  |  |  |  |  |
| 3 | **Трофазен инвертор min 20 kW**  | парче | 2 |  |  |  |
|  |  **DC страна (еднонасочно нисконапонско ниво):** |  |  |  |  |  |
|  | - Број на MPP влезови минимум **2**- MPP напон од **351 V** до **710 V****-** Максимално DC напрегање на инвертор – од **750-850Vdc** - максимална влезна струја на секој еден од MPP влезовите **≥19 A** - Број на DC влезови минимум **2+2**- максимална постигната пик моќност на PV генераторот >**20.000** – **25.000W** |  |  |  |  |  |
|  |  **AC страна (наизменично нисконапонско ниво):** |  |  |  |  |  |
|  | - номинален напон **400V (+/- 20%)**- Опсег на факторот моќност **cos φ = 0,8 – 0,9 инд./капац**.- Номинална излезна струја > 29А- номинална моќност ≥**20.000W**- номинална фреквенција **50/60 Hz ±0.3 Hz** |  |  |  |  |  |
|  |  **Карактеристики на работните перформанси:** |  |  |  |  |  |
|  | - максимална ефикасност **≥ 97,5%**- Европска ефикасност **≥ 97%**- MPP ефикасност**> 98% или еквивалентно**- Stand by напон **≤ 10V**- амбиентална температура: **-200C до + 600C**- степен на заштита **IP 65 или еквивалентно**- Сертификати:- **DIN VDE 0126-1-1:2006 или еквивалент,**- **CE mark или еквивалент,****- Гарантен период од 5 години** |  |  |  |  |  |
| 4 | **Еднонасочен DC дел** |  |  |  |  |  |
|  |  - Фотоволтаичен конектор – MC 4 компатибилен – F+M | компл. | 10 |  |  |  |
|  |  - Соларен кабел со двојна изолација за монтажа на отворено – 1x6 mm2 | метри | 350 |  |  |  |
| 5 | **Наизменичен AC дел** |  |  |  |  |  |
|  |  - Електричен ормар ( инверторски) погоден за надворешна монтажа (IP 65) или еквивалентно, опремен со заштитна и комутациска опрема, опремен со заштита на инверторот по однос на струја и напон од страна на електричната мрежа. | сет | 1 |  |  |  |
| 6 | **Систем кој обезбедува следење и мониторинг на произведената енергија од** фотоволтаичната централа | парче | 1 |  |  |  |
|  |  Smart meter, обезбедува пренос во реално време на податоците за потрошувачката на електрична енергија. |  |  |  |  |  |
|  | Контролер (data logger) обезбедува следење и контрола во реално време на работата на инверторот. Во моменти на ниска или нулта потрошувачка контролерот софтверски ја ограничува моќноста на инверторот до ниво еднакво на потрошувачката на енергија во определениот момент. |  |  |  |  |  |
|  | Рано стартувачки громобрански систем PREVECTRON S 6.60T (комплет со метален столб со min h=10m) или еквивалентно.  | сет | 1 |  |  |  |
| 7 | **Занатски работи** |  |  |  |  |  |
|  | Конструкција за модулите за кровна инсталација | Компл. | 1 |  |  |  |
| 8 | **Пуштање во употреба, мониторинг и подесување на системот** |  |  |  |  |  |
| 9 | **Комплетирање и предавање на документација и гаранции** |  |  |  |  |  |
| 10 | **Обука за користење и примопредавање** |  |  |  |  |  |
| 11 | **Гарантен период од 1 година на целокупниот систем** |  |  |  |  |  |
| 12 | **Доказ за сообразност** |  |  |  |  |  |
|  | **Вкупен износ без ДДВ:** |  |  |  |  |  |

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]*

 ***Stamp***

**ANNEX 3**

**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**

* 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. 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.
	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.
	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:

* 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.
	2. Refuse to accept delivery of all or part of the goods.
	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**

* 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.
	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. T**he 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.

1. **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.