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Resilient nations.*

Date: 04 May 2018

**REQUEST FOR QUOTATION (RFQ)
Supply and Installation of Solar Panel
Procurement Case Ref.: PROCESS ID: 6177**

Dear Sir/Madam:

We kindly request you to submit your quotation for **Supply and Installation of Solar Panel at UNDP Cambodia Office** as detailed in **Annex 1** of this RFQ.

When preparing your quotation, please be guided by the form attached hereto as **Annex 2**. Quotations shall be submitted in **sealed envelope** to the following address **no later than May 11, 2018 by 12:00 pm, local time**. Late submission shall be rejected. Submission by email will not be accepted.

**UNDP Cambodia, Registry Office (Building No. 5)
No. 53, Pasteur Street, Boeung Keng Kang I
PO Box 877, Phnom Penh, Cambodia
Attn: Procurement Analyst, Procurement Unit
Tel: 023 216 167, Fax: 023 216 257**

The outer envelope shall be clearly marked with "**PROCESS ID 6177: Supply and Installation of Solar Panel**".

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 RFQ:

Delivery Terms and Location	DAP (Delivery At Place) – UNDP Cambodia Office
Exact Address of Site	UNDP Cambodia Office No. 53, Pasteur Street, Boeung Keng Kang I, PO Box 877, Phnom Penh, Cambodia
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Preferred Currency of Quotation	United States Dollars
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	8-10 weeks including installation and testing.
Office site Inspection	The interested bidders requires to conduct Site Inspection as below schedule: Date: 08 May 2018 at 9:00 am Venue: UNDP's office
Value Added Tax on Price Quotation	Exclusive of VAT on commodity and other applicable indirect taxes
Deadline for the Submission of Quotation	11 May, 2018 by 12:00 pm., local time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	English
Period of Validity of Quotes	90 days starting from the deadline of quotation submission 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	<ul style="list-style-type: none"> • Not permitted • Offeror shall submit prices of all required items in Annex-2
Payment Terms	1st payment: 90% of PO amount will be paid up on completion of delivery and installation. 2nd payment: 10% of the contracted amount will be paid after 3 months of operation when at least 80% of the estimated PVGIS generation has been generated.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to the requirement and lowest price ¹ <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Legally registered company and based in Cambodia

¹ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant

UNDP will award to:	<ul style="list-style-type: none"> One supplier
Type of Contract to be Signed	<ul style="list-style-type: none"> Purchase Order
Documents to be submitted	<ol style="list-style-type: none"> Duly Accomplished Form as provided in Annex 2, and in accordance with technical specifications in Annex 1; Business Registration Certificate and valid Patent Certificate List of similar projects (at least installed 5 similar projects) Two references of the above list that can be contacted and or visited by UNDP or its consultants;
Conditions for Release of Payment	Completion of delivery and passing the inspection.
Annexes to this RFQ	<ul style="list-style-type: none"> Technical specifications (Annex 1) Form for Submission of Quotation (Annex 2) General Terms and 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>
Contact Person for Inquiries	<p><i>Procurement Unit</i> E-mail: procurement.kh@undp.org; sereyvattana.chan@undp.org; Tel: 023 216 167 (Ext. 169)</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>

Works offered shall be reviewed based on completeness and compliance of the quotation with the minimum requirements 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.

At any time during the validity of the quotation, no price variation due to escalation, inflation,

offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

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,



Kolap Hul (Ms.)
Operation Manager

Schedule of Requirement**(1) Scope of Work:**

The bidders are required to submit technical design as follow:

1. Proposed Roof Lay out in autocad, with cable/trunking/grounding routing and string configuration
2. Estimated Expected Generation including shading losses generation report in PVSYST or PVGIS
3. Proposed SLD Solar Panel specs
4. Solar inverter Specs
5. Zero Export Meter specs
6. Sensor Specs: solar irradiation, ambient and panel temperature
7. Proposed DC Cable Specs
8. Propose MC4 connectors
9. Propose cable clips
10. Proposed AC cable specs
11. Proposed mounting specs
12. Proposed Cable tray/trunking Specs
13. Proposed ACDB and grid connection panel/breaker specs
14. Proposed commissioning tests and equipments used

(2) Technical Specification:**Item No 1: Solar Photovoltaic Module:**

ITEM NO.	SPECIFICATIONS	TECHNICAL REQUIREMENTS	Supplier's Compliance to the Required Technical specifications
1.0	Equipment	Solar Photovoltaic Module	
2.0	Type and Safety Class	Poly / Mono -Crystalline, Class A	
3.0	Manufacturer		
4.0	Model		
5.0	STC Rated Output (Pmpp)	320 Wp	
6.0	PTC Rated Output (Pmpp)	301.3 Wp	
7.0	Standard Sorted Output	0/+5 Wp	
8.0	Warranted Power Output STC (Pnominal)	330 Wp	
9.0	Rated Voltage (Vmpp) at STC	37.15 V	
10.0	Rated Current (Impp) at STC	8.89 A	
11.0	Open Circuit Voltage (Voc) at STC	45.86 V	
12.0	Short Circuit Current (Isc) at STC	9.52 A	

13.0	Module Efficiency	17.10%	
14.0	Rated Output (Pmpp) at NOCT	230.4 Wp	
15.0	Rated Voltage (Vmpp) at NOCT	33.92 V	
16.0	Rated Current (Impp) at NOCT	6.79 A	
17.0	Open Circuit Voltage (Voc) at NOCT	42.08 V	
18.0	Short Circuit Current (Isc) at NOCT	7.37 A	
19.0	Temperature Coefficient (Pmpp)	-0.408 %/K	
20.0	Temperature Coefficient (Isc)	+0.050%/K	
21.0	Temperature Coefficient (Impp)	-0.003%/K	
22.0	Temperature Coefficient (Vmpp)	-0.406%/K	
23.0	Temperature Coefficient (Voc)	-0.311%/K	
24.0	Normal Operating Cell Temperature (NOCT)	46±2°C	
25.0	Maximum System Voltage (IEC/UL)	1000 Vdc	
26.0	Number of Diodes	6	
27.0	Maximum Series Fuse Rating	15 A	
28.0	Cell Type	Polycrystalline	
29.0	Number Of Cells / Cell Arrangement	72 / 6 x 12	
30.0	Cells Dimension	6"	
31.0	Outer Dimensions (L x W x H)	1954 x 990 x 40 mm	
32.0	Frame Technology	Aluminium, Silver Anodized	
33.0	Module Composition	Glass / EVA / Blacksheet (white)	
34.0	Weight (Module Only)		
35.0	Front Glass Thickness	4.0 mm / 0.16 in	
36.0	Junction Box IP Rating	IP65	
37.0	Cable Length (UL/IEC)	1150 mm / 45.28 in	
38.0	Cable Diameter (UL/IEC)	12 AWG / 4 mm ²	
39.0	Maximum Load Capacity	5400 Pa	
40.0	Fire Performance (UL/IEC)	Type 1 (UL) or Class C (IEC)	
41.0	Connector Type (UL/IEC)	MC Type 4 Compatible	
42.0	Product Standard	IEC 61215, 61730 / UL1703	
43.0	Manufacturer Product Warranty	10 Years	
44.0	Output Decline for 1st Year	2.5%/Year Performance Pmpp (STC)	
45.0	Output Decline for 2nd - 25th Year	0.7%/Year Performance Pmpp (STC)	

Item No 2: Inverters (2 x 12.5kW)

ITEM NO.	SPECIFICATIONS	TECHNICAL REQUIREMENTS	Supplier's Compliance to the Required Technical specifications
1.0	Equipment	Inverter 2 units	
2.0	Manufacturer		
3.0	Model		
4.0	Nominal DC Input Power	12k.5W	
5.0	Max. DC Input Voltage	1,000 V	
6.0	Operating DC Input Voltage Range	300-900Vdc	
7.0	Start-up DC Input Voltage	80V	
8.0	Number of MPP Trackers	2	
9.0	MPPT Voltage Range	600 V / 1,000 V	
10.0	Max. Input Current	2x32A	
11.0	Number of DC Inputs	4 strings x 2	
12.0	DC Disconnection Type	Integrated DC switch	
13.0	Rated Output Frequency	50Hz/60Hz	
14.0	Topology	Transformerless	
15.0	Max. Efficiency	0.979	
16.0	Degree of protection	Nema 4	
17.0	Arc Fault Circuit Interruption		
18.0	WLAN/Ethernet		
19.0	Datalogger		
20.0	Webserver		
21.0	Solar Web interface		
22.0	Client screening		
23.0	Output Frequency Range	47-53Hz/57-63Hz	
24.0	Power Factor	>0.99 (± 0.8 adjustable)	
25.0	Protective Class	I	
26.0	Overvoltage Category	PV(II). Mains(III)	
27.0	Protection Degree	IP65	
28.0	Cooling	Variable speed cooling fans	
29.0	Operating Temperature Range	-25°C to +60°C (derating from +45°C)	
30.0	Operating Humidity	0-100%, non-condensing	
31.0	Operating Altitude	4000m (derating from 2000m)	
32.0	Display	LCD+LED	

33.0	Communication	Standard: RS485, USB, Multi-function Relay; Optional: Ethernet, Zigbee	
34.0	Dimensions (WxHxD) (mm)		
35.0	Weight (kg)		
36.0	Safety and EMC Standard	LVD: 2006/95/EC EMC:2004/108/EC, IEC/EN 62109-1:2010, IEC/EN 62109-2: 2011; IEC/EN6100-2:2005, IEC/EN6100-6-3:2007 or equivalent	
37.0	Grid Standard	BDEW; VDE AR-N-4105/VDE 0126-1-1/A1; CEI 0-21; G83/1/1; G59/2; C10/11; NB/T32004; IEC or equivalent	

Item No3: DC Surge Protection

ITEM NO.	SPECIFICATIONS	TECHNICAL REQUIREMENTS	Supplier's Compliance to the Required Technical specifications
1.0	Equipment	DC Surge Protector	
2.0	Manufacturer	EPE / Pekat / Furse	
3.0	Model/Brand		
4.0	Maximum Operating Voltage (V)	1100 Vdc	
5.0	Maximum DC Open Voltage (V)	1000 Vdc	
6.0	Nominal Discharge Current	20 kA (8/20ps)	
7.0	Maximum Discharge Current	40 kA (8/20ps)	
8.0	Protection Level	< 3600 V	
9.0	Response Time	< 25 ns	
10.0	Working Temperature	-40°C to +70°C	
11.0	Relative Humidity	<95% (25°C) Altitude ; <3km	
12.0	Alarm	Auxiliary Contact (Normally Open)	
13.0	Compliances	IEC 61643-1, UTE C 61-740-51	

Item No 4: AC Surge Protector:

ITEM NO.	SPECIFICATIONS	TECHNICAL REQUIREMENTS	Supplier's Compliance to the Required Technical specifications
1.0	Equipment	AC Surge Protector	
2.0	Manufacturer	EPE / Pekat / Furse	
3.0	Model/Brand		
5.0	Maximum Continuous Operating Voltage, Uc	275 Vac @ 50 Hz	
6.0	Operating Frequency	50-60 Hz	
7.0	Maximum Discharge Current I_{max} (8/20ps) per Mode	40 kA	
8.0	Voltage Protection Level (Up) @ Open Circuit Voltage (Uoc) 6kV & 3kA (8/20ps)	L - N:<600V L - E: <600 V N - E: <600V	
9.0	Short Circuit withstand Capability Test, IsscRwith External Disconnecter	25 kA	
10.0	Temporary Overvoltage (TOV) Low Voltage System Ut 440V : 5s	Withstand mode	
14.0	Standard of Compliances	IEC /EN 61643-1	

Item No 5: Monitoring System

ITEM NO.	SPECIFICATIONS	TECHNICAL REQUIREMENTS	Supplier's Compliance to the Required Technical specifications
1.0	Manufacturer		
2.0	Model/Brand		
3.0	Real Time Web based Monitoring	Yes	
4.0	Remote Alarm Monitoring	Yes	
5.0	Connectivity	GPRS/BluetoothAMFi/TCPIP	
6.0	Inverter Integration	Most Major Inverters in the Market	
7.0	Power Management System	Yes	

8.0	Monitoring Portal	iOS/Android/Windows	
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Item No 6: DC Cable

ITEM NO.	SPECIFICATIONS	TECHNICAL REQUIREMENTS	Supplier's Compliance to the Required Technical specifications
1.0	Equipment	DC Cable	
2.0	Manufacturer	Lapp / Betaflam or Equivalent	
3.0	Model/Brand	-	
4.0	Classification	Class 5 as per IEC 60228	
5.0	Nominal Voltage; range	900/1500 Vdc	
6.0	Current Rating; range	As per Tender Drawing	
7.0	Temperature range	-40 to +120°C	
8.0	Conductor Cross-section	As per Tender Drawing	
9.0	Qualifications and Certificates	To comply with MS1837:2010, MS, IEC&TUV Compliance	
10.0	Other Specifications	The DC cables shall be tinned fine copper string, single core, double insulated, fire retardant, UV resistant, flexible and halogen free type	

Item No 7: AC Cable/Grounding Cable

ITEM NO.	SPECIFICATIONS	TECHNICAL REQUIREMENTS	Supplier's Compliance to the Required Technical specifications
1.0	Equipment	AC Cable	
2.0	Manufacturer	Utama / Southern / Mega or Equivalent	
3.0	Model/Brand	Single core XLPE/ PVC Cu. or Four cores XLPE/SWA/PVC Cu.	
4.0	Classification	Class 2 as per IEC 60228	
5.0	Nominal Voltage; range	600/1000 Vac	
6.0	Current Rating; range	As per Tender Drawing	

7.0	Temperature range	90°C	
8.0	Conductor Cross-section	As per Tender Drawing	
9.0	Qualifications and Certificates	To comply with MS1837:2010, MS, BS & IEC Standards	
10.0	Other Specifications	The AC cables shall be plain annealed copper, single or multicores, and double insulated type. The AC cables shall also certified by JKR and SIRIM	

Item No 8: Trunking

ITEM NO.	SPECIFICATIONS	TECHNICAL REQUIREMENTS	Supplier's Compliance to the Required Technical specifications
1.0	Material	Trunking / Tray	
2.0	Manufacturer	United U-Li / LanRic	
3.0	Thickness	Minimum 1.2mm	
4.0	Type	High corrosion resistance	
5.0	Specification	Hot Dip Galvanised to BSEN ISO 1461:1999 (E)	
6.0	Finish	Hot Dip Galvanised	

Item No 9: Mounting Structure:

ITEM NO.	SPECIFICATIONS	TECHNICAL REQUIREMENTS	Supplier's Compliance to the Required Technical specifications
1.0	Material	PV Mounting Structure	
2.0	Roof Structure Material	Aluminum	
3.0	Bolts & Nuts	Stainless steel	
4.0	Sealant	Silicon material with high UV resistant	
5.0	Structure Material	Aluminum	

Item No: 10 LV switchboard or ACDB

One main breaker 2 phase, one single phase breaker per inverters, two zero export meters.

Supply from current EDC load, breaker. In case generator on, inverters will be off!

ITEM NO.	SPECIFICATIONS	TECHNICAL REQUIREMENTS	Supplier's Compliance to the Required Technical specifications
1.0	Equipment	Solar MSB / Solar MFP / ACDB IP 54 or any Equivalent product.	
2.0	Compliance	To comply with IEC 60439 / IEC 61439	
1.0	Equipment	MCCB	
2.0	Compliance	To comply with IEC 60947-2	
1.0	Equipment	MCB	
2.0	Compliance	To comply with IEC 60898	
1.0	Equipment	Earth Fault & Earth Leakage Relay	
2.0	Compliance	To comply with IEC 60255-5 & IEC61000-4	

(3) Warranty Requirement:

- 1 Year warrantee on total system.
- Solar Panels 10 years product warrantee, 25 years 80% performance warrantee
- Inverters minimum 5 years warrantee
- Mounting structure 10 year limited Product Warranty, 5 year limited Finish Warranty

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 **Supply and Installation of Solar Panel at UNDP Cambodia Office** listed below in conformity with the technical specifications, requirements, and conditions of UNDP as per RFQ Reference **PROCESS ID 6177**:

Item Description	Quantity	Unit Price (USD) DAP-PP	Total Price (USD) DAP-PP
Solar Photovoltaic Module			
Inverters 12.5 KVA	2		
DC Surge Protection			
AC Surge Protector			
Monitoring System			
DC Cable			
AC Cable/Grounding Cable			
Trunking			
Mounting Structure			
LV switchboard or ACDB			
Total Price DAP-PP			

We, the undersigned, offer to supply the items listed above in conformity with specifications, terms and conditions of the RFQ.

Dated thisday of[year].

.....
Name & Signature

.....
[in the capacity of]

Duly authorized to sign the Bid for and on behalf of

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.