



## United States Peace Corps/Eswatini

### REQUEST FOR QUOTATIONS

Date: 2 August 2022

RFQ Number: USPC/ESWATINI/RFQ/22/010

Peace Corps Eswatini intends to offer a firm-fixed price contract to **supply, deliver, and install a 40kWp or larger solar photovoltaic system** at the Peace Corps Office property. Interested vendors should submit a quotation for the supplies/services as described in this Request for Quotation (RFQ).

#### I. Statement of Work/Specifications

Supply, deliver, and install a 40kWp or larger solar photovoltaic system at the Peace Corps Office property.

The selected contractor must coordinate with for any required approvals from the Eswatini Electric Company necessary for the connection of the system to common power lines and any costs associated with obtaining those approvals to be borne by the selected contractor within their fixed price quote amount and using their account.

The quote should include 3 options and pricing based on different solutions:

**System Option 1:** Grid-tied – solar array, grid-tied inverter, no battery backup

**System Option 2:** Hybrid system back-up for critical loads – solar array, battery backup

**System Option 3:** System back-up for all loads – solar array, battery backup

#### Economic Analysis

Peace Corps recognizes that each of these options have a progressively higher price but offset greater amounts of electrical energy costs. For each option please provide an economic analysis of the payback period. Peace Corps will consider not only proposals in terms of the technical solution, reliability and efficiency of the components, as well as assurances for workmanship and equipment warranties, but request that offerors provide analysis an analysis of the systems pricing versus the cost savings over time of lower demand for grid-provided power.

As a basis for this analysis assume an average power usage for Peace Corps of 9,000KwH per month. Assume for Option 2 that critical systems are 1/3 of this usage and therefore battery backup would be required for an average of 3,000KwH per month, or 1/3 of the daily usage would need to be stored at least overnight and through extended overcast days with lower photovoltaic power intake.



### Supplies and Equipment (Inclusive of Administrative and/or Overhead Costs)

Item	Description	Venders Offer	Qty.	Unit Price	Total Price
001	Minimum 30KW-Three Phase Inverter(s) to support for quoted capacity Min. efficiency of 95%	[Provide equipment brands and quality information here]	As determined by vendor		
002	Solar Panel Array		As determined by vendor		
003	Mounts, Clamps and Structure		1 lot		
004	DC Cabling Panels to Inverters including Fittings		1 lot		
005	AC Cabling Inverter to DB		1 lot		
006	Trunking from Panels to Inverters to DB Box		1 lot		
007	Breakers, and Enclosures and other items		1 lot		
008	Cost of supplying AC, medium distribution board with suitable protection as per the requirement of EEC, earthing, AC surge for system		As determined by vendor		
009	Installation		1 lot		
010	Online Monitoring: Detailed online monitoring solution will be provided free of charge.		1 lot		
<i>Min 25 year performance warranty on the Solar panels. Min 10 year manufacturer's product warranty on the Inverter and other equipment's. [Please provide detailed maintenance plan if stipulated to ensure warranties are not voided]</i>					
<b>Total Cost (without VAT)</b>					

>>> The above table provides general level specification to be provided in the quote but offerors may elect to break down cost in a different manner but must give enough information so that PC may adequately evaluate the cost proposal.<<<

This Request for Quotation is open to all legally-constituted companies that can provide the requested product and services and have legal capacity to deliver and perform in the country, or through an authorized representative. The interested company will be required to provide proof of being legally constituted under the laws of the country. The interested companies are required to present Certificate of Payment being up to date with the Eswatini Revenue Authority.

#### II. Site Inspection

US Peace Corps is organizing a site inspection and survey for all interested offerors to view the premises. The site visit shall take place on 4 August 2022 at 14:00. Kindly confirm by email to [jgilbert@peacecorps.gov](mailto:jgilbert@peacecorps.gov) whether your company or authorized agent will participate and **provide the copy of ID of the person that will participate within the same email.**



Offerors are not required to attend the site inspection but PC will only be providing a single opportunity to survey the property.

### III. Questions.

Questions or requests for further clarifications should be submitted in writing to the contact person below:

Name of contact person at US Peace Corps: **Gilbert Jason**.

Email address of contact person: [jgilbert@peacecorps.gov](mailto:jgilbert@peacecorps.gov).

The deadline for submission of questions is 16:00 on August 17<sup>st</sup>, 2022. Questions will be answered in writing and shared with all parties as soon as possible after this deadline.

### IV. Content of quotations

Quotations should be submitted in a single email whenever possible, depending on file size. Quotations must contain:

- 1) A signed copy of Attachment I – Vendor Quotation Form
- 2) A design/layout of the offered system including panel board design, general architecture of system with schematic drawings of array, cabling, inverter locations, etc., as well economic analysis of investment payback as described on page 1 of this RFQ.
- 3) Systems warranty and assurances information for equipment and workmanship.
- 4) A maintenance plan to ensure coverage of the above warranties and assurances to - include both planned (routine maintenance), and unplanned (emergencies service). The Maintenance program should clearly outline the activities, maintenance tasks, and intervals.
- 5) Three references for similar work completed in the past three-five years.

All parts of the quotation must be signed by the company's relevant authority and submitted in MS Word or PDF format.

### V. Instructions for submission

The point of contact for this RFQ is:

**Name:** Director of Management and Operations

**Address:** Peace Corps Eswatini, Farm 188, Muzi Road Gate 256, Dalraich W. Mbabane

**Email:** [jgilbert@peacecorps.gov](mailto:jgilbert@peacecorps.gov)

Quotations are due by 17:00 (SAST) on **August 19, 2022**. They may either be submitted in person or electronically via the addresses shown above. Quotations received after the closing date will not be accepted.

Proposals should be prepared based on the guidelines set forth in Section III above, along with a properly filled out and signed price quotation form, and are to be sent by email to the contact person indicated below no later than : 19 August 2022 16:00 hours,.

Email address of contact person: [jgilbert@peacecorps.gov](mailto:jgilbert@peacecorps.gov)



Please note the following guidelines for electronic submissions:

The following reference must be included in the email subject line: **RFQ N°**

**USPC/ESWATINI/RFQ/22/010 – Supply, Delivery and Installation of Solar System at US Peace Corps.**

Proposals that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.

The total email size may not exceed 20 MB (**including email body, encoded attachments and headers**). Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.

Any quotation submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any quotation by US PEACE CORPS. US PEACE CORPS is under no obligation to award a contract to any bidder as a result of this RFQ.

Overview of Evaluation Process Quotations will be evaluated based on the compliance with the technical specifications and the total cost of the goods (price quote). The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated for technical compliance prior to the comparison of price quotes.

Acceptance of the work will be based on the successful testing of the system after completion of installation as determined by the General Services Assistant (GSA) and Director Management and Operations (DMO) of Peace Corps to determine that the system is working properly and fully functional.

#### **VI. Award**

In case of a satisfactory result from the evaluation process, US PEACE CORPS shall award a contract to the lowest priced bidder whose bid has been determined to be substantially compliant with the bidding documents. US Peace Corps reserves the right to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for US Peace Corps action.

#### **VII. Right to Vary Requirements at Time of Award**

USPC reserves the right at the time of award of Contract to increase or decrease, by up to 20%, the volume of goods specified in this RFQ without any change in unit prices or other terms and conditions.

#### **VIII. Payment Terms**

US Peace Corps payment terms are net 30 days upon receipt of shipping documents, invoice and other documentation required by the contract.

#### **X. Fraud and Corruption**

US Peace Corps is committed to preventing, identifying, and addressing all acts of fraud against US Peace Corps, as well as against third parties involved in US Peace Corps activities. Us Peace Corps' Policy



regarding fraud and corruption is available here: Fraud Policy. Submission of a proposal implies that the Bidder is aware of this policy. <http://www.peacecorps.gov>

**XI. Disclaimer**

Should any of the links in this RFQ document be unavailable or inaccessible for any reason, bidders can contact the Procurement Officer in charge of the procurement to request for them to share a PDF version of such document(s).





**United States Peace Corps/Eswatini**

**PRICE QUOTATION FORM**

<b>Name of Bidder:</b>	
<b>Date of the quotation:</b>	
<b>Request for quotation N<sup>o</sup>:</b>	USPC/ESWATINI/RFQ/22/010
<b>Currency of quotation:</b>	
<b>Validity of quotation:</b> <i>(The quotation shall be valid for a period of at least 3 months after the submission deadline.)</i>	

Item	Description	Venders Offer	Qty.	Unit Price	Total Price
001	Minimum 30KW-Three Phase Inverter(s) to support for quoted capacity Min. efficiency of 95%	[Provide equipment brands and quality information here]	As determined by vendor		
002	Solar Panel Array		As determined by vendor		
003	Mounts, Clamps and Structure		1 lot		
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007	Breakers, and Enclosures and other items		1 lot		
008	Cost of supplying AC, medium distribution board with suitable protection as per the requirement of EEC, earthing, AC surge for system		As determined by vendor		
009	Installation		1 lot		
010	Online Monitoring: Detailed online monitoring solution will be provided free of charge.		1 lot		
	<i>Min 25 year performance warranty on the Solar panels. Min 10 year manufacturer's product warranty on the Inverter and other equipment's.</i>				
	<b>Total Cost (without VAT)</b>				

Complete the above form for each option:

**System Option 1:** Grid-tied – solar array, grid-tied inverter, no battery backup

**System Option 2:** Hybrid system back-up for critical loads – solar array, battery backup

**System Option 3:** System back-up for all loads – solar array, battery backup



I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed USPC/ESWATINI/RFQ/22/009 including all annexes, amendments to the RFQ document (if applicable) and the responses provided by US Peace Corps on clarification questions from the prospective service providers. Further, the company accepts the General Conditions of Contract for US Peace Corps and we will abide by this quotation until it expires.

Name	Title	Date	Place





**ANNEX I:**

**General Conditions of Contracts:**

This Request for Quotation is subject to US Peace Corps General Conditions of Contract: Contracts, which are available in: English







**United States Peace Corps/Eswatini**  
**GENERAL CONDITIONS OF CONTRACT**

**1. LEGAL STATUS OF THE PARTIES**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis USPC. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of USPC.

**2. RESPONSIBILITY FOR EMPLOYEES:** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**3. ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of USPC.

**4. SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of USPC for all sub-contractors. The approval of USPC of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

**5. INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, USPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

**6. INSURANCE AND LIABILITY:**

6.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.



6.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

6.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

6.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

6.4.1 Name US Peace Corps as additional insured;

6.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against US Peace Corps.

6.4.3 Provide that US Peace Corps shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

6.5 The Contractor shall, upon request, provide US Peace Corps with satisfactory evidence of the insurance required under this Article

**7. ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with US Peace Corps against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or US Peace Corps.

#### **8. EQUIPMENT FURNISHED BY US PEACE CORPS TO THE CONTRACTOR:**

Title to any equipment and supplies that may be furnished by US Peace Corps to the Contractor for the performance of any obligations under the Contract shall rest with US Peace Corps, and any such equipment shall be returned to US Peace Corps at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to US Peace Corps, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate US Peace Corps for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

#### **9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

9.1 Except as is otherwise expressly provided in writing in the Contract, US Peace Corps shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for US Peace Corps under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for US Peace Corps.



9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor:

(i) that pre-existed the performance by the Contractor of its obligations under the Contract, or  
(ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, USPC does not and shall not claim any ownership interest thereto, and the Contractor grants to USPC a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

9.3 At the request of USPC, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to USPC in compliance with the requirements of the applicable law and of the Contract.

9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of USPC, shall be made available for use or inspection by USPC at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to USPC authorized officials on completion of work under the Contract.

#### **10. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:**

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with USPC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations and USPC, or any abbreviation of the name of the United Nations and USPC in connection with its business or otherwise without the written permission the United Nations and USPC.

**11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

11.1 The Recipient shall:

11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,

11.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:

11.2.1 any other party with the Discloser’s prior written consent; and,

11.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and a gents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:



11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

11.2.2.2 any entity over which the Party exercises effective managerial control; or,

11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

11.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, including USPC, the Contractor will give USPC sufficient prior notice of a request for the disclosure of Information in order to allow USPC to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

11.4 USPC may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

## **12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

12.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

12.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, USPC shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13,



“Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, USPC shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

12.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which USPC is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

### **13. TERMINATION:**

13.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) day’s notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

13.2 USPC may terminate forthwith this Contract at any time should the mandate or its funding be curtailed or terminated, in which case the Contractor shall be reimbursed by USPC for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

13.3 In the event of any termination by USPC under this Article, no payment shall be due from USPC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

13.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, USPC may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform USPC of the occurrence of any of the above events.

13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of USPC under the Contract or otherwise.

### **14. NON-WAIVER OF RIGHTS:**

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.



## **15. NON-EXCLUSIVITY:**

Unless otherwise specified in the Contract, USPC shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and USPC shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

## **16. SETTLEMENT OF DISPUTES:**

**16.1 AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract 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 Conciliation Rules then obtaining of the United States Government on International Trade Law, or according to such other procedure as may be agreed between the Parties in writing.

**16.2 ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the US Government Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law.

## **17. PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. TAX EXEMPTION:**

18.1 The United States Peace Corps, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, 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 the exemptions of USPC from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with USPC to determine a mutually acceptable procedure.

18.2 The Contractor authorizes USPC to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with USPC before the payment thereof and the USPC has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide USPC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and USPC shall reimburse the Contractor for any such taxes, duties, or charges so authorized by USPC and paid by the Contractor under written protest.



## **19. MODIFICATIONS:**

Pursuant to the Financial Regulations and Rules of USPC, only the Chief of the Procurement Services Branch of USPC or such other contracting authority as made known to the Contractor in writing, possesses the authority to agree on behalf of USPC to any modification of or change in this Contract, 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 USPC unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Procurement Services Branch of USPC or such other contracting authority.

## **20. AUDITS AND INVESTIGATIONS:**

20.1 Each invoice paid by USPC shall be subject to a post-payment audit by auditors, whether internal or external, of USPC or by other authorized and qualified agents of USPC at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. USPC shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by USPC other than in accordance with the terms and conditions of the Contract.

20.2 USPC may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to USPC access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by USPC or the United Nations hereunder.

## **21. ESSENTIAL TERMS:**

The Contractor acknowledges and agrees that each of the provisions in Articles below hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle USPC to terminate the Contract or any other contract with USPC immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. The Contractor shall neither seek nor accept instructions from any authority external to USPC in connection with the performance of its obligations under the Contract. Should any authority external to USPC seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify USPC and provide all reasonable assistance required by USPC. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of USPC, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the and USPC.



**22. OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of USPC any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with USPC or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

**23. OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to USPC, as such obligations are set forth in the USPC vendor registration procedures.

**24. SEXUAL EXPLOITATION:**

24.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

