

# **REQUEST FOR PROPOSAL**

**To establish Long Term Agreements (LTAs) for the Provision of Turnkey  
Solar Photovoltaic (PV) Systems**

**Procurement Support Office, UNDP  
Copenhagen, Denmark**

**Case 600180-1**



**United Nations Development Programme  
June, 2015**

## Section 1. Letter of Invitation

Copenhagen, Denmark  
June 10, 2015

### **To establish Long Term Agreements (LTAs) for the Provision of Turnkey Solar Photovoltaic (PV) Systems**

Dear Sir or Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to establish Long Term Agreements (LTAs) for the Provision of Turnkey Solar Photovoltaic (PV) Systems.

This RFP consists of the following documents:

Section 1	Letter of Invitation
Section 2	Instructions to Proposers and Data Sheet
Section 3	Terms of Reference (TOR)
Section 4	Proposal Submission Form
Section 5	Documents Establishing the Eligibility of Proposers
Section 6	Evaluation Process and evaluation criteria
Section 7	Financial Proposal Form
Section 8	General terms and conditions for Services
Section 9	General terms and conditions for Goods
Annex 1	Long Term Agreement (LTA) Template

Please confirm your intention to bid by email to [godwill.enow-ebot@undp.org](mailto:godwill.enow-ebot@undp.org), [blissing.kabasa@undp.org](mailto:blissing.kabasa@undp.org) and [joaquin.albiach@undp.org](mailto:joaquin.albiach@undp.org) no later than June 26, 2015.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Godwill Enow-Ebot  
Procurement Associate  
Procurement Support Office, UNDP

## Section 2: Instruction to Proposers

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### Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the proposer; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other proposers.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before

the deadline for the submission of Proposals.

- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/content/dam/undp/documents/about/transparencydocs/UNDP\\_Anti-fraud\\_Policy\\_English\\_FINAL.pdf](http://www.undp.org/content/dam/undp/documents/about/transparencydocs/UNDP_Anti-fraud_Policy_English_FINAL.pdf) and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
  - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## B. CONTENTS OF PROPOSAL

### 9. Sections of Proposal

Proposers are required to complete, sign and submit the documents listed in the **Data Sheet** point 26.

### 10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing by email as indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

## 11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## C. PREPARATION OF PROPOSALS

### 12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### 13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

### 14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

### 15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – response should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both

domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

- 15.2 Proposed Methodology, Approach and Implementation Plan – the response should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – bidders’ response should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may

be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposal

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;



- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

## **18. Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

## **19. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

## **20. Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

## **21. Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## **22. Proposer's Conference**

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

# **D. SUBMISSION AND OPENING OF PROPOSALS**

## **23. Submission**

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted and sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. Both envelopes must be sealed in outer envelope, bearing the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 9.

## **24. Deadline for Submission of Proposals and Late Proposals**

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

## **25. Withdrawal, Substitution, and Modification of Proposals**

25. Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the

Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

26. A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
27. Proposals requested to be withdrawn shall be returned unopened to the Proposers.
28. No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **26. Proposal Opening**

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed. UNDP reserves the right not to entertain requests for the de-briefing.

## E. EVALUATION OF PROPOSALS

### 28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage. See Section 7 for more information.

### 29. Evaluation of Proposals

- 29.1. UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.
- 29.2. The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the Section 7. Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the Data Sheet (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the Data Sheet (DS no. 32) after all Proposals have been received.
- 29.3. In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based on a combination of the technical score and the financial offer. The evaluation method that applies for this RFP shall be as indicated in the Data Sheet (DS No. 25).
- 29.4. When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

<u>Rating the Technical Proposal (TP):</u>
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**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)

+ (FP Rating) x (Weight of FP, e.g., 30%)

**Total Combined and Final Rating of the Proposal**

29.5. UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### **30. Clarification of Proposals**

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

### **31. Responsiveness of Proposal**

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

### **32. Nonconformities, Reparable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

#### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32) and Section 7.

#### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary 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.

#### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

#### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

#### **38. Bank Guarantee for Advanced Payment**

Not required.



### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

## Section 2: DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

#	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	To establish Long Term Agreements for the Provision of Turnkey Solar Photovoltaic (PV) Systems.
2		Title of Services/Work:	Off grid and/or Hybrid (grid/generator connected) PV Systems (2-200 kWp).
3		Country / Region of Work Location:	Deliveries worldwide
4	C.13	Language of the Proposal:	English.
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	LOT offered must be complete in order to be considered and accepted for evaluation.
6	C.20	Conditions for Submitting Alternative Proposals.	Alternative bids will not be considered.
7	C.22	A pre-proposal conference	N/A
8	C.21	Period of Proposal Validity commencing on the submission date	120 days
9	B.9.5 C.15.4 b)	Proposal Security	N/A
10	B.9.5	Acceptable forms of Proposal Security	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	N/A
13		Liquidated Damages	N/A
14	F.37	Performance Security	N/A

15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<p>USD or EUR</p> <p>For comparison purpose the quoted prices will be converted into USD using the UN exchange rate on the last day of submission of Proposals.</p>
16	B.10.1	Deadline for submitting requests for clarifications/questions	<p>Clarification questions to the RFP can be submitted at any time by e-mail, but not later than 7 working days before submission deadline.</p> <p>UNDP will be providing clarifications on the ongoing basis; questions and clarifications will be shared with all bidders.</p>
17		Contact Details for submitting clarifications/questions	<p>Godwill Enow-Ebot: <a href="mailto:godwill.enow-ebot@undp.org">godwill.enow-ebot@undp.org</a>  Blessing Kabasa <a href="mailto:blessing.kabasa@undp.org">blessing.kabasa@undp.org</a>  Joaquin Albiach <a href="mailto:joaquin.albiach@undp.org">joaquin.albiach@undp.org</a></p>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Clarifications will be shared with all bidders by email.
19	D.23.3	No. of copies of Proposal that must be submitted	<p>Proposals must be submitted in <b>hard copy</b> and in <b>soft copy</b>. Submissions must be identical and include all required documents. In the event of any discrepancies the “original proposal” submitted in hard copy shall govern.</p> <p><b>Hard copy: 1 (one) Original</b> in paper format including technical and financial proposals <b>sealed in separate</b> envelopes.</p> <p><b>Soft copy (USB memory device):</b> 1 USB containing technical proposal and 1 USB containing financial proposal enclosed in respective envelopes together with the original.</p> <p>Technical and financial parts of the proposal have to be completely separated. Financial proposals will not be opened until the technical evaluation is finalized.</p>
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p>United Nations Development Programme  Global Procurement Unit, UNDP Procurement Support Office.  UN CITY, 4th floor  Marmorvej 51,  2100 Copenhagen Ø,  Denmark.  <b>RFP Reference: GP600180-1</b></p>
21	C.21 D.24	Submission deadline	<b>July 9, 2015. 17:00 CET (Copenhagen time).</b>

22	D.23.2	Allowable Manner of Submitting Proposals.	Bids must be submitted in hard copy (post, courier delivery) and soft copy (USB device).
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	E-mail submissions are not allowed.
24	D.23.1	Date, time and venue for opening of Proposals	There will be no public opening of the proposals.
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal.	<b>Combined Scoring Method</b> , using the 60% and 40% (600 and 400 points) distribution for technical and financial proposals respectively, where the minimum passing score of the technical proposal is 60% (360 points of 600). Please see section 6 for the detailed description of the evaluation process.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers	<p><input checked="" type="checkbox"/> Proposal Submission Form (see section 4 for the template).</p> <p><input checked="" type="checkbox"/> Documents establishing eligibility of the suppliers (see Section 5 for the template)</p> <p><input checked="" type="checkbox"/> Company profile. (Please refer to section 5, point 9).</p> <p><input checked="" type="checkbox"/> Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years.</p> <p>Financial soundness:</p> <p>a) The total average <b>Annual Turnover</b> over each of the last two years exceeded the amount of U\$ 1,500,000.</p> <p>b) <b>Quick Ratio</b> (current assets / current liabilities) &gt; 1.0.</p> <p>(Please refer to section 5, point 10).</p> <p><input checked="" type="checkbox"/> <b>Certification or authorization to act as Agent in behalf of the Manufacturer</b>, or Power of Attorney, if bidder is not a manufacturer (if and where applicable). Please refer to section 5, point 11.</p> <p><input checked="" type="checkbox"/> <b>Previous Experience</b>: Documentary evidence of a minimum of 3 purchase orders / contracts awarded and served within the past 3 years proving relevant international experience in supplying the items/services offered in response to this RFP.</p> <p>At least one of the purchase orders / contracts shall be of an amount <b>above U\$ 150,000</b>.</p> <p>Each purchase order / contract shall clearly indicate the type and quantities of items and technical specifications, contract amount, date, and customer's current contact details for references to be sought. Please refer to section 5, point 12.</p> <p><input checked="" type="checkbox"/> <b>Quality and Conformity Certificates</b> (e.g., ISO, certificates showing manufacturing and electrical standards, etc.) and/or other similar certificates,</p>

			<p>accreditations for items marked “<i>conformity certificate</i>” (these certificates may be provided either along with the submission of the RFP or on request from UNDP/PSO after submission deadline). Please refer to section 5, point 13.</p> <p><input checked="" type="checkbox"/> <b>Performance Record: Statement of Satisfactory Performance</b> from the Top 3 Clients in terms of Contract Value within past 3 years proving relevant international experience in supplying the items offered in response to this RFP. Please refer to section 5, point 14.</p>
27		Other documents that may be Submitted to Establish Eligibility	None
28	C.15	Structure of the Technical Proposal	Please refer to section 3.2.
29	C.15.2	Latest Expected date for commencement of Contract	N/A
30	C.15.2	Expected duration of contract	3 years with possibility for 1-year extension subject to satisfactory performance.
31		UNDP will award the contract to:	UNDP shall establish multiple non-exclusive LTAs. UNDP reserves the right to award the <b>LOT to several Vendors</b> in the best interest of UNDP.
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	See Section 6, 7 and Data Sheet (no.25).
33	E.29.4	Post-Qualification Actions	<p>UNDP may choose to conduct physical inspection of the bidder’s warehouse. Additionally, UNDP may conduct testing and sampling of the goods to ensure compliance with the technical requirements.</p> <p>Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p>UNDP may inquire the reference check with other clients on the quality of performance on ongoing or previous contracts completed.</p>
34		Conditions for Determining Contract Effectiveness	N/A
35		Other Information Related to the RFP	N/A
36		Payment terms	30 days net.
37		General Terms and Conditions (GT&C)	Long Term Agreement will be governed by UNDP General Terms and Conditions <b>for Services</b> (Section 8). Each

			<p>contract (Purchase Order) will be governed by UNDP General Terms and Conditions <b><u>for Goods</u></b> (Section 9). Bidders are requested to familiarize themselves with both documents and confirm acceptance by signing the Proposal Submission Form (Section 4).</p>
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## Section 3: Terms of Reference (TOR)

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### Section 3.1: Background.

#### ***Objectives of the RFP***

The main objective of the RFP is to establish multiple non-exclusive Long Terms Agreements (LTA) with reliable, value-adding suppliers to ensure:

1. The procurement approach will actively take into consideration the Life Cycle Cost (Acquisition Cost + Sustaining Cost) of the related PV system(s).
2. Sourcing of high quality renewable energy solutions.
3. Efficiency of supply chain.
4. Best value for money for the UNDP Country Offices.

UNDP shall establish multiple non-exclusive LTAs with multiple vendors in the best interest of UNDP. LTAs will be established for an initial period of 3 years with possibility for extension, subject performance review.

#### ***About UNDP Procurement Model.***

In line with the mandate of Procurement Support Office (PSO), offers direct procurement services to support UNDP country offices and projects

In line with UNDP's strategic plan, procurement is being done through Long Term Agreements based on the most appropriate and cost effective procurement strategy for each product category. Procurement requests are initiated by the UNDP country offices based on requirements and approved budgets.

#### ***Secondary Bidding.***

During the course of the agreement, LTA-holders will be invited to compete with each other for requests through Secondary Bidding. Below summarizes the main steps of Secondary Bidding:

- Country Office requests through UNDP/PSO will be submitted to LTA-Holders.
- LTA-Holders in collaboration with UNDP will review requirements and initiate the potential project.
- Vendors will provide initial design and offer in consideration of the ceiling price established in the LTA.
- UNDP will evaluate based on the procurement approach that considers the Life Cycle Cost of the related system(s).
- UNDP will take into account energy efficiency of the system and evaluate offers based on their relative performance over the expected life of the system. This will be measured as: Cost of system/Total Energy Yield over the Lifespan of the System.
- Based on outcome of Secondary Bidding Process, the Purchase Order will be awarded.

## Section 3.2 – Terms of Reference (TOR) for Off grid and/or Hybrid (grid/generator connected) PV system (2-200 kWp).

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### 3.2.1. Introduction: Power- Range: 2- 10 kWp. Off grid PV system for small applications.

This is a stand-alone PV kit for non-grid areas in general. The system should be able to power a typical small office with computers, lamps, printer, internet router and other equipment, in some cases air-con as well. The daily energy demand and climate will vary from case to case. In some regions, there may not be sufficient sunlight during all months to run the offices on solar energy only. The system will be optimized for each individual case, and therefore, the vendor must be able to supply different PV array sizes and different battery packages for a given system configuration.

The PV kits will be assembled according to supplier's manual on site, thus a clear step by step description is mandatory.

The systems will be installed in existing buildings, by local electricians, usually with the PV array on the roof and the battery bank in an external weather proof enclosure. Power is to be delivered as single or 3 phase AC, usually 50 Hz/230/400V. A 12 V DC outlet - direct or via converter - The office appliances are not part of the system required.

The system controller must have the ability to run an external generator in case of low battery level/high power demand.

### 3.2.2. Introduction: Power – Range: 10-200 kWp. Hybrid (grid/generator connected) PV system.

A complete grid connected PV system with battery storage is requested for permanent office power supply (as a Turn-key project adapted to the specific UNDP country office). The size range indicates the total PV array power of interest; however, large systems may be composed of smaller subsystems. The grid type can be the national grid or a local grid established by a spinning generator. The system should replace (part of) the energy normally purchased via the grid supply. As the rules and regulations for local generation can differ from country to country, the system must be configurable to at least the following settings:

- PV self-consumption and export of excess energy (Net metering scheme)
- PV self-consumption without any export to the grid (Energy saving mode)

Smart power management must be integrated in the inverter with the following operating modes:

- PV power directly to all loads (Grid is on)
- PV excess energy to the battery (Grid on or off)
- Battery charging from grid or generator if battery SOC is critically low (Grid on)
- Power from battery to critical (limited) loads via the inverter (Grid off)

The hybrid inverter will charge a battery and deliver 3 phase AC power (50 Hz/230/400V) for critical loads within the office building. If grid power fails, the critical loads will run as long as there is sufficient battery capacity. The system will then send a signal for generator(s) start-up in case of low battery and no grid available. If the grid is present, the battery will be topped up by the grid above critical state of charge in order not to compromise battery life.

Please notice that grid power quality may vary, so **the inverters must be well protected against overvoltage, spikes and harmonics.** Fault-ride-through option (by minor grid failures) will be an advantage.



The hybrid PV systems will be assembled and installed by the vendor or his affiliates. The hybrid inverter(s) must monitor and display the following input/output powers: PV array, Grid, Battery, Generator, loads. The inverter must connect to the internet for surveillance of its operation and for general performance monitoring. In addition to the inverter, irradiance and temperature values must be monitored by the system.

### **3.2.3. Elements Required for Solar PV System(s):**

#### **A. Main Components: Inverters, Controllers, Batteries, Cabling and any other required ancillaries.**

- I. Appropriate number of inverters to route all electric power from the grid/generator, and solar panels. The aim is to monitor and control all power sources and to do smart power management.
- II. Lightning and surge protection.
- III. All necessary cable switches and required ancillaries.

#### **B Site Survey (by vendor or by vendor appointed local/regional representative).**

- I. Formal Site Survey Report
- II. Identify solar panel install location(s).
- III. Identify possible location of battery bank (indoor or outdoor in appropriate weather-proof enclosure).
- IV. Identify best available climatic data to be used in system sizing (at least monthly values of solar irradiance and temperature).
- V. Photo documentation and assessment of any shading objects (by Google earth or local staff).
- VI. Review and calculation of consumption profile given by the client (appliances and daily use, including surge loads).
- VII. Inspection of roof load bearing capacity in case of roof mounted PV system (by vendor or by vendor appointed local/regional representative).
- VIII. Selection of a suitable mounting system that does not compromise the integrity of the roof.

#### **C. Design, Sizing and Documentation**

- I. Site specific optimization of PV and battery size.
- II. Appropriate sizing cable lengths and dimensions for maximum 2% voltage loss at nominal load.
- III. Appropriate sizing inverter(s) for the necessary surge load capacity.
- IV. Wiring diagram of the entire installation.
- V. Provide bill of material (BoM) inclusive of technical specifications for the main components.

#### **D. Installation**

- I. Civil Works and Site Preparation: implementation and/or technical guidance by vendor or by vendor appointed local/regional representative.
- II. Required electrical works for integration of the PV System with Generator and Grid.
- III. PV array mounting and cabling with weather proof connectors.
- IV. Battery mounting in a ventilated compartment and/or container. Optional air condition in hot climates and with temperature sensitive battery type.
- V. Cabling from inverter to new AC switchboard with two outlets (critical and non-critical loads).
- VI. Lightning protection.
- VII. Pre-assembling and wiring: mounting of inverters, controllers and the likes done as much as possible in a factory/lab environment.

#### **E. System Integration (Smart Power Management)**

- I. Interconnect with building electrical switchboard.

- II. Interconnect with grid and generator.
- III. Configure auto-start of the generator.
- IV. Integrate all power sources and load into one system.
- V. Online monitoring system setup and activation.

**F. Warranty**

- I. PV System components warranty and replacements arrangements (technical and logistical) inclusive of appropriate escalation measures.
- II. Warranty certification/documentation for the main components.
- III. Warranty extension options for main components where feasible.
- IV. Cost associated with warranty replacements during the warranty period will be borne by the supplier.

**G. Maintenance and Technical Support**

- I. PV System implementation and after-sales technical support required inclusive of appropriate escalation measures.
- II. PV System maintenance required inclusive of appropriate escalation measures.
- III. Vendors are strongly encouraged to establish formal agreement with Local and or Regional Representative(s) to enhance overall systems technical/maintenance support and pricing.
- IV. Cost associated with the maintenance and technical support for the PV system during maintenance subscription will be borne by the supplier.

**H. Technical Specifications of the Main Components of the PV System (2-200 kW).**

The below should be considered as minimal specifications. Vendors can offer components of higher specifications in view of more efficient products and or technology upgrades.

Item	Description	Technical and performance specifications	Quality assurance	Deviations/Non-Compliance
1	Solar Panel	<ul style="list-style-type: none"> <li>▪ Mono- or polycrystalline silicon</li> <li>▪ Nominal minimum STC power: 250-Wp</li> <li>▪ Tolerance better than -0/+5%</li> <li>▪ Nominal operating voltage within 20-60 V</li> <li>▪ Minimum STC efficiency 15%</li> <li>▪ Maximum weigh per module 25 kg</li> <li>▪ Frameless modules are not allowed</li> <li>▪ Double insulation module with cables and connectors</li> <li>▪ System voltage min. 1000 V dc</li> <li>▪ Junction box with accessible bypass diodes</li> <li>▪ Anti-reflective glass cover</li> <li>▪ Modules must be PID (potential induced degradation) proof</li> <li>▪ Product warranty minimum 10 years</li> <li>▪ Performance warranty: minimum 80%</li> </ul>	<p>Crystalline modules must be certified to the following standard: IEC/EN 61215 or UL 1703 and IEC/EN 61730.</p> <p>The modules must be individually labelled with serial number, flash test and EL report.</p>	

		after 25 years. (linear regression)		
2	<b>Standalone Inverter</b>	<ul style="list-style-type: none"> <li>▪ Rated PV power minimum 2 kW and maximum 10 kW per unit</li> <li>▪ Protection against overload and reverse polarity</li> <li>▪ Data logging and LCD display with information of daily energy, system voltage etc.</li> <li>▪ Operating temperature 0-40 °C</li> <li>▪ IP protection class 54 or better</li> <li>▪ Compatible with lead acid with system voltage in the range 24-60 V DC</li> <li>▪ Optional built-in battery charger.</li> <li>▪ Product warranty inclusive of option to extend warranty.</li> </ul>	IEC 62093 ed1.0 Balance-of-system components for photovoltaic systems - Design qualification natural environments	
3	<b>Hybrid Inverters (Grid and or Generator connected)</b>	<ul style="list-style-type: none"> <li>▪ Hybrid Type: Grid and stand-alone mode <u>inclusive</u> of battery charging</li> <li>▪ Minimum rated output per unit: 5 kVA</li> <li>▪ Maximum rated output per unit: 100 KVA.</li> <li>▪ 3 x 400 V 50 Hz output</li> <li>▪ Central or string configuration.</li> <li>▪ MPP tracking of individual PV strings. There must at least be one MPP tracker per 5 kWp PV modules</li> <li>▪ Automatic power reduction in case of overload (AC side cut-in current)</li> <li>▪ Operating temperature 0 – 40degC</li> <li>▪ Acoustic noise less than 45 dB(A)</li> <li>▪ Data logging, firmware updates and communications with the system operator;</li> <li>▪ Smart metering used for grid-connected PV systems (in applications where utility power can be provided when demand exceeds solar electric power production, and credits can be given for any excess power when PV power production exceeds</li> <li>▪ Inverter EU efficiency: min.95% (on-grid).</li> </ul>	<p>Safety: EN 60335-1, EN 60335-2-29. Emission, Immunity: EN55014-1, EN 55014-2, EN 61000-3-3.</p> <p>UL 1741 Anti-islanding and network safety in accordance with VDE AR-N 4105 (when grid connected)</p> <p>CE-conformity LVD 2006/95/EC and EMCD 2004/108/EC EN62109-1 and EN62109-2:2010 EN61000-2:2005 EN61000-3:2007</p>	

		<ul style="list-style-type: none"> <li>Product warranty inclusive of option to extend warranty.</li> </ul>		
4	<b>Solar Charge Controller (for only standalone systems).</b>	<ul style="list-style-type: none"> <li>Solar charge controller with maximum power point tracker (MPPT) to any solar installation.</li> <li>Protection against overload and reverse polarity</li> <li>Rated PV power minimum 2 kW and maximum 10 kW per unit</li> <li>Data logging and LCD display with information of daily energy, system voltage etc.</li> <li>Operating temperature 0-40 °C</li> <li>IP protection class 54 or better</li> <li>Compatible with lead acid battery systems with system voltage in the range 24-60 V.</li> <li>Product warranty inclusive of option to extend warranty.</li> </ul>	IEC 62093 ed1.0 Balance-of-system components for photovoltaic systems - Design qualification natural environments	
5	<b>Battery(s)</b>	<ul style="list-style-type: none"> <li>Deep Cycle Sealed Lead Acid or alternative battery technology (Lithium, Nickel etc.) based on below specifications:</li> <li>Individual cells or 6/12 V blocks</li> <li>Minimum 100 Ah nominal capacity</li> <li>Screw type terminals</li> <li>Insulating terminal caps</li> <li>Number of guaranteed cycles: 50% DOD &gt; 2000</li> <li>Useable energy cycle capacity for complete battery bank: minimum 20 kWh.</li> <li>Operating temperature 0-40 °C.</li> <li>Product warranty inclusive of option to extend warranty.</li> </ul>	IEC 62093 ed1.0 Balance-of-system components for photovoltaic systems - Design qualification natural environments or equivalent.	

**I. Optional component: Functional Specifications for PV Battery Bank(s) and System Management Storage Facility (Container).**

Item	Description	Functional Specifications	Deviations/Non-Compliance
6	<b>PV Battery Bank(s) and System Management Storage Facility (Container).</b>	<ul style="list-style-type: none"> <li>▪ Outdoor Customised Container or Enclosure for the Storage of Battery Bank(s) and other Solar PV Control Components (e.g. charge controllers, inverter, PV system monitoring components etc).</li> <li>▪ Insulation for regulation of inside temperature.</li> <li>▪ Ventilation to exhaust gases.</li> <li>▪ Cooling or heating mechanisms required inclusive of Air Circulation.</li> <li>▪ Overheating Protection Mechanisms</li> <li>▪ Protect interior from water/moisture; as well as bugs/small critters which may damage wiring or compromise system integrity.</li> <li>▪ Option for being transportable.</li> <li>▪ Any other elements that make up a full operation of the PV System.</li> </ul>	

## Section 4: Proposal Submission Form

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[insert: *Location*]

[insert: *Date*]

To: Godwill Enow-Ebot

Dear Madam:

We, the undersigned, hereby offer to supply goods and related services required for Long Term Agreement (LTA) in accordance with your Request for Proposal dated [insert: *Date*]. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under the separate envelopes.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Services and UNDP General Terms and Conditions for Goods.

We agree to abide by this Proposal for 120 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet. We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Contact Details : \_\_\_\_\_

[please mark this letter with your corporate seal, if available]

## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

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1. Proposer's Legal Name [insert Proposer's legal name]		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: [insert Proposer's year of registration]		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: [insert Proposer's legal address in country of registration]		
9. Company Profile.		
<p>10. <b>Audited Financial Statement</b> (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years.</p> <p>Financial soundness:</p> <p style="margin-left: 40px;">a) The total average <b>Annual Turnover</b> over each of the last two years exceeded the amount of US\$ 1,500,000.</p> <p style="margin-left: 40px;">b) <b>Quick Ratio</b> (current assets / current liabilities) &gt; 1.0.</p>		
11. <b>Certification or authorization to act as Agent in behalf of the Manufacturer</b> , or Power of Attorney, if bidder is not a manufacturer (if and where applicable).		
<p>12. <b>Previous Experience:</b> Documentary evidence of a minimum of 3 purchase orders / contracts awarded and served within the past 3 years proving relevant international experience in supplying the items offered in response to this RFP and/or items of similar nature and purpose.</p> <p>At least one of the purchase orders / contracts shall be of an amount <b>above US\$ 150,000</b>.</p> <p>Each purchase order / contract shall clearly indicate the type and quantities of items and technical specifications, contract amount, date, and customer's current contact details for references to be sought</p>		
13. <b>Quality and Conformity Certificates</b> (e.g., ISO, certificates showing manufacturing and electrical standards, etc.) and/or other similar certificates, accreditations for items marked " <i>conformity certificate</i> " (these certificates may be provided either along with the submission of the RFP or on request from UNDP/PSO after submission deadline).		
14. <b>Performance Record: Statement of Satisfactory Performance</b> from the Top 3 Clients in terms of Contract Value within past 3 years proving relevant international experience in supplying the items offered in response to this RFP and/or items of similar nature and purpose.		

## Section 6: Evaluation Process and Evaluation Criteria

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Evaluation of the proposals will include 2 steps:

1. Evaluation of technical proposal
2. Evaluation of financial proposal

RFP evaluation methodology will be based on a cumulative analysis scheme where a total score is obtained upon the combination of weighted technical and financial attributes. The weight of the technical proposal – 60% (600 points) and the weight of the financial proposal - 40% (400 points)

Prior to evaluation of the proposals, UNDP shall determine whether proposals are complete with respect to minimum documentary requirements, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, whether the proposals are generally in order, whether proposal validity is respected, whether the full range of items is covered for the quoted LOT, whether bidders are compliant with General Terms and Conditions and other. UNDP may reject any proposal at this stage.

**Step 1** - Technical evaluation criteria (weighted) – maximum obtainable points – 600.

Technical evaluation criteria are summarized in the table below. Technical proposals must obtain minimum 360 points (60% of 600 points) to proceed to financial evaluation.

**Step 2** - Financial evaluation (weighted) – maximum obtainable points – 400:

Financial proposals are not to be opened until the technical proposals have been evaluated. Only proposals achieving minimum 360 points in the technical evaluation will be opened. Any proposals that do not meet the minimum technical score requirement will be rejected as being non-responsive (technically non-compliant).

Maximum number of points will be assigned to the financial proposal resulting in the lowest cost. The points for other proposals will be assigned according to the formula:

$$\frac{(\text{max score} \times \text{lowest price proposal} (\$))}{\$ \text{price of proposal}} = \text{score for price proposal (x)}$$

The total score for each Bidder will be calculated by summing up technical score and financial score.

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the LOT in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Proposed System and Approach.

Form 2: Expertise of Firm / Organization submitting Proposal.



Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Proposed System and Approach	40%	400					
2.	Expertise of Firm / Organization Submitting Proposal	20%	200					
Total			600					

Technical Proposal Evaluation Form 1			Points obtainable	Company / Other Entity				
				A	B	C	D	E
Proposed System and Approach (40%)								
1.1	To what degree does the Offeror fulfil the requirements in the Provision of Turnkey Solar Photovoltaic (PV) Systems with regards to <b>main components: Solar Panel, Inverters, Controllers, Batteries, Cabling and any other required ancillaries?</b>	80						
1.2	To what degree does the Offeror fulfil the requirements in the Provision of Turnkey Solar Photovoltaic (PV) Systems with regards to <b>Design, Sizing and Documentation?</b>	100						
1.3	To what degree does the Offeror fulfil the requirements in the Provision of Turnkey Solar Photovoltaic (PV) Systems with regards to <b>Installation and System Integration (Smart Power Management)?</b>	100						
1.4	To what degree does the Offeror fulfil the requirements in the Provision of Turnkey Solar Photovoltaic (PV) Systems with regards to <b>Warranty?</b>	50						
1.5	To what degree does the Offeror fulfil the requirements in the Provision of Turnkey Solar Photovoltaic (PV) Systems with regards to <b>Maintenance and Technical Support?</b>	70						
TOTAL:		400						

Technical Proposal Evaluation Form 2		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of Firm / Organization Submitting Proposal (20%)							
2.1	Reputation of Organization demonstrated through experience and performance in the past for assignments of similar complexity.	80					
2.2	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls).	50					
2.3	Quality assurance (ISO 9001, ISO 14001 etc.).	20					
2.4	Relevance of: Specialized Knowledge Experience on Similar Programme / Projects Work for UNDP/major multilateral/ or bilateral agencies. 20	20					
2.5	Financial Soundness (turnover, quick ratios etc.).	30					
TOTAL:		200					

### **CASE SCENARIOS for technical evaluation purpose - LOT (2 - 200 kWp):**

Please design a Solar PV grid/hybrid system for each of the scenarios below as per Term of Reference (TOR) outlined above (section 3.2).

Bidders must disregard section **3.2.3.B (Site Survey)** in the proposed solution for each case scenario should be based on the information provided.

Provide us a clear explanation of the operating modes of the system proposed, in particular, how in-rush power peaks and switch over to/from grid are handled by the inverter(s).

#### **Case Scenario 1**

- UNDP Country Office: **Bangkok, Thailand**, (PV array 20 kWp);
- Solar panels mounted on the ground.
- Minimum 40 kW-hr battery banks (sealed lead acid or alternative), effective capacity.
- Present generator 100 KVA and local grid available.
- Estimated peak load in kW: 20.
- Please refer to section **3.2.3.H.** for the **minimum** technical specifications of the main components.

#### **Bidders are required to provide the following as part of the offer:**

- I. Technical datasheets of the main components
- II. Diagrammatical representation of the technical solution offered
- III. Bill of Materials (BoM)
- IV. Calculate and indicate the kWh per day/cost of the offered PV System

#### **Case Scenario 2**

- UNDP Country Office: **Pretoria, South Africa**. (PV array 120 kWp)
- Solar panels mounted on flat roof
- Minimum 120 kW-hr battery banks (sealed lead acid, deep cycle)
- Present generator 350 KVA and local grid available
- Estimated peak load in kW: 120
- Please refer to section **3.2.3.H.** for the **minimum** technical specifications of the main components

#### **Bidders are required to provide the following as part of the offer:**

- I. Technical datasheets of the main components
- II. Diagrammatical representation of the technical solution offered
- III. Bill of Materials (BoM).
- IV. Indicate the kWh per day/cost of the offered PV System

## Section 7: Financial Proposal Form

### A. Cost Breakdown by Cost Component:

Must be duly completed by the Proposer and returned with the Proposal. Supplementary information shall be attached according to the requirements. Please note, although Price Schedule and Supply Requirement are divided in several items. Proposals must be complete i.e. including the work required, elements and furniture to be installed, in order to be evaluated.

#### Case Scenario 1

**Life Cycle Cost = Acquisition Cost (Price Schedule A) + Sustaining Cost (Price Schedule B)**

#### Price Schedule A – Acquisition Cost of PV System

#	Description (please refer to case scenario 1)	Quantity	Unit price (USD)	Total price(USD)
1	Solar Panel			
2	Solar Charge Controller (if applicable )			
3	Batteries (sealed lead acid, deep cycle)			
4	Inverters and Smart Power Management Unit/Assembly			
5	Ancillaries, Cables, Mounting systems			
6	Lightning and Surge Protection			
7	Design, Sizing and Documentation			
8	Site Preparation and Civil Work			
9	Installation, Initial PV System Training and Commissioning.			
10	Internal Power Distribution Panel and internal building cabling			
11	First Year Monitoring, Maintenance and Technical Support inclusive of ongoing training.			
12	Freight cost to Bangkok, Thailand.			
13	Total DAP price Bangkok, Thailand. <b>(Acquisition Cost)</b>			
14	Estimated Time of Delivery ( weeks)			

**Price Schedule B –Sustaining Cost of 20 Years PV System**

Item.	Description (please refer to <b>case scenario 1</b> )	<b>Quantity</b> (Bidders must indicate number of expected <b>replacements during the lifespan of 20</b> years of Solar PV System).	<b>Unit price (USD)</b> (Bidders must take into consideration <b>time value of money</b> for different replacement cost over the period time of the solar system: 20 years)	<b>Disposal Unit Price (USD)</b>	<b>Total price(USD)</b>
1	Solar Panel				
2	Solar charge controller (if applicable )				
3 (a)	Batteries (Sealed Lead Acid)				
3 (b)	Battery Alternative Technology (Option 1).				
3 (c)	Battery Alternative Technology (Option 2).				
3 (d)	Battery Alternative Technology (Option 3).				
4	Inverters				
5	Any other elements that make up balance of system (BOS)				
6	Yearly Renewal of Monitoring, Maintenance and Technical Support.				
7	<b>Total Sustaining Cost</b> (items 1+ 2 + 3a + 4 + 5 + 6)				

**Case Scenario 2**

**Life Cycle Cost = Acquisition Cost (Price Schedule A) + Sustaining Cost (Price Schedule B)**

**Price schedule A– Acquisition Cost of PV System.**

#	Description (please refer to <b>case scenario 2</b> )	Quantity	Unit price (USD)	Total price(USD)
1	Solar Panel			
2	Solar Charge Controller (if applicable )			
3	Batteries (sealed lead acid, deep cycle)			
4	Inverters and Smart Power Management Unit/Assembly			
5	Ancillaries, Cables, Mounting systems			
6	Lightning and Surge Protection			
7	Design, Sizing and Documentation			
8	Site Preparation and Civil Work			
9	Installation, Initial PV System Training and Commissioning.			
10	Internal Power Distribution Panel and internal building cabling			
11	First Year Monitoring, Maintenance and Technical Support inclusive of ongoing training.			
12	Freight cost to Pretoria, South Africa			
13	Total DAP price Pretoria, South Africa. <b>(Acquisition Cost)</b>			
14	Estimated Time of Delivery ( weeks)			

**Price schedule B –Sustaining Cost of 20 Years PV System.**

Item.	Description (please refer to case scenario 2)	Quantity (Bidders must indicate number of expected <b>replacements during the lifespan of 20</b> years of Solar PV System).	Unit price (USD) (Bidders must take into consideration <b>time value of money</b> for different replacement cost over the period time of the solar system: 20 years)	Disposal Unit Price (USD)	Total price(USD)
1	Solar Panel				
2	Solar charge controller (if applicable )				
3 (a)	Batteries (Sealed Lead Acid)				
3 (b)	Battery Alternative Technology (Option 1).				
3 (c)	Battery Alternative Technology (Option 2).				
3 (d)	Battery Alternative Technology (Option 3).				
4	Inverters				
5	Any other elements that make up balance of system (BOS)				
6	Yearly Renewal of Monitoring, Maintenance and Technical Support.				
7	<b>Total Sustaining Cost</b> (items 1+ 2 + 3a + 4 + 5 + 6)				

**PRICE SCHEDULE – MAIN COMPONENTS.**

Pricing provided for the below main components will be used to establish the ceiling prices for subsequent LTA.

#	Item Description (please refer to Section 3. 2. 3.H)	Unit price (USD) - FCA basis (named location)	Offered discount, %*
1	Solar Panel		
2	Standalone Inverter		
3	Hybrid Inverters (Grid and or Generator connected).		
4	Solar charge controller (for only standalone systems)		
5a	Batteries (sealed lead acid, deep cycle)		
5b	Batteries ( Battery Alternative Technology)		
5c	Batteries ( Battery Alternative Technology)		
5d	Batteries ( Battery Alternative Technology)		
6	<b>Total Cost for Evaluation Purpose</b> (items 1+ 2 + 3 + 4 + 5a)		

(\*) Offered % of discounts shall be valid throughout the whole duration of the LTA.

Off grid and/or Hybrid (grid/generator connected) PV system (2 - 200 kWp):	Price (USD)
<b>Factored Price for Financial Evaluation Purpose:</b> 0, 30* (Case Scenario 1: price schedule A and B) + 0, 30* (Case Scenario 2: price schedule A and B) + 0, 40*(Price Schedule – Main Components).	



## Section 8: General terms and conditions for Services

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### UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

#### **1.0 LEGAL STATUS:**

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

#### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### **3.0 CONTRACTOR'S 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.

#### **4.0 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 UNDP.

#### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP 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 to the provisions of this Contract.

#### **6.0 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.

#### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, 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 workmen'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.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** 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.

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

**8.3** 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.

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

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/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 the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP 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 the UNDP 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, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** 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, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP 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.

**11.3** At the request of the UNDP; 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 the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** 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 the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

## **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party, and 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:

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** 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,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** 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 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** 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 agents 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:

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

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

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** 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, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** 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.

**13.6** 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.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, 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..

#### **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days 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.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

**15.4** 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, the UNDP 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 the UNDP of the occurrence of any of the above events.

## **16.0 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 this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**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 UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

**18.1** 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 public utility 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 the United Nations

exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers 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.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers 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.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **22.0 SEXUAL EXPLOITATION:**

**22.1** 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.

**22.2** The 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.

### **23.0 SECURITY:**

#### **23.1** The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**23.2** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

### **24.0 AUDITS AND INVESTIGATIONS:**

**24.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP 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. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

**24.2** The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. 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 documentation for such purposes and to grant to UNDP access to the Contractor's premises. 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 UNDP hereunder.

### **25.0 ANTI-TERRORISM:**

**25.1** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

### **26.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses 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.

## Section 9: General terms and conditions for Goods

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### UNDP General Terms and Conditions for Goods

#### 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

- 2.1.1 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.
- 2.1.2 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.
- 2.1.3 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.
- 2.1.4 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 DDU Incoterms



2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 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

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.

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:

- a) 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.
- b) Refuse to accept delivery of all or part of the goods.
- c) 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.

## **ANNEX 1- LTA TEMPLATE**

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# **LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES TO THE UNITED NATIONS DEVELOPMENT PROGRAMME**

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter "UNDP") and \_\_\_\_\_ (hereinafter called "Contractor") with its headquarters at \_\_\_\_\_.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal .....[to complete] the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the "Parties") hereby agree as follows:

### **Article 1: SCOPE OF WORK**

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto ("Services/Terms of Reference"), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such Services shall be at the discount prices listed in Annex 3. The prices shall remain in effect for a period of two years from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years.

### **Article 2: CHANGES IN CONDITION**

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

### **Article 3: CONTRACTOR'S REPORTING**

5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.

### **Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS**

6.The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE

7.This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

8.This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

UNITED NATIONS  
DEVELOPMENT PROGRAMME

\_\_\_\_\_

\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_