

Acuerdos Bilaterales

Clasificación: 133-2008

Fecha-de Ingreso: 18 de marzo de 2008

Nombre de Acuerdo: Contract between the United Nations Industrial Development Organization and Organization of American States for the provision of services relating to the Execution of the Caribbean Solar Financing Program (CSFP) in Grenada”

Materia:

Partes: SG/OEA & United Nations Industrial Development Organization

Referencia: UNIDO

Fecha de Firma: 19 de febrero de 2008

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Washington DC

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:



CONTRACT NO. 16001473

between

**THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION
(UNIDO)**

and

ORGANIZATION OF AMERICAN STATES

UNIDO Project No. UE/GRN/05/001

Agresso No. 16001473

This Contract comprises this cover page, a table of contents, fifteen (15) pages of text and five (5) Annexes (A through E).

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UNIDO Contract No. 16001473

Project No. UE/GRN/05/001

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CONTRACT

between

THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

and

ORGANIZATION OF AMERICAN STATES

for the

provision of services relating to the

Execution of the Caribbean Solar Financing Program (CSFP)

in

GRENADA

This CONTRACT is entered into between the UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (hereinafter referred to as "UNIDO"), having its headquarters located at Wagramer Strasse 5, A-1220 Vienna, Austria, and ORGANIZATION OF AMERICAN STATES (hereinafter referred to as "the Contractor"), having its headquarters located at 1889 F Street, NW, Washington, D.C. 20006, United States of America.

WHEREAS, the UNIDO, in agreement with the GOVERNMENT OF ITALY and in response to a request from the GOVERNMENT OF GRENADA (hereinafter referred to as "the Government"), has agreed to provide assistance to the Government in carrying out the project entitled "Caribbean Solar Financing Program" (hereinafter referred to as "the Project") in Grenada (hereinafter referred to as "the Project Area");

WIHEREAS, in this connection, UNIDO, acting in agreement with the Government desires to engage a contractor to provide the services and perform the work hereinafter set forth;
and

WHEREAS, the Contractor represents that he is ready, willing and able to provide such services and perform such work;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.00 AIM OF THE CONTRACT

1.01 Synopsis

The aim of the present contract is the execution of the Caribbean Solar Financing Program (CSFP) in Grenada. The Contractor shall perform the following activities in partnership with the Energy and Security Group (ESG), the Trust for the Americas (TA) and the Grenada Co-operative League, in accordance to the Terms of Reference (Annex F to the Contract):

- Development and delivery of a training for credit unions lending personnel on lending for Solar Hot Water Systems (SHWS);
- Providing funds for and assisting in the establishment of a long-term credit facility to support the purchase of SWHS, and
- Assisting in the development and supervising the execution of a consumer awareness and program promotion campaign.

2.00 RESPONSIBILITIES OF THE CONTRACTOR

2.01 Statement of Work

Given the aim of this Contract, the Contractor shall render, on the terms and conditions set forth herein, all the services and facilities necessary to carry out the Contract and, in particular, the work as detailed in the UNIDO Terms of Reference dated August 2007, a copy of which is attached hereto as Annex E. In carrying out the work hereunder, the Contractor and its partners shall conform to the methodology, approach and work plan set forth in the Proposal dated 6 November 2007, as clarified by e-mails of 20, 28 and 29 November 2007 and 4 December 2007, which the Contractor submitted to UNIDO in response to UNIDO's Request for Proposal No. 16001473/ZP dated 8 October 2007. The Contractor's said Proposal, although not attached hereto, is made a part hereof by way of reference.



While the Annexes hereto (Annexes A - E) and the Contractor's Proposal shall form integral parts of the Contract, it is understood that in the event of a conflict between the provisions in the Terms of Reference, in the Contractor's Proposal and in the present Contract and its other Annexes, then the document to prevail shall be given precedence in the following order:

- (1) Contract
- (2) Annexes A, B, C, D
- (3) Terms of Reference (Annex E hereof)
- (4) Contractor's Proposal

2.02 Contractor's Services

For the performance of his obligations under this Contract, the Contractor in partnership with Energy and Security Group (ESG), the Trust for the Americas and the Grenada Co-operative League shall make available personnel services as specified in sub-paragraphs a) and b) of this paragraph. In accordance with Contractor's proposal, activities of each partner/subcontractor shall be as specified in sub-paragraph c) of this paragraph. In connection with this Contract, a work-month of service in the Project Area shall consist of five (5) working days per week and eight (8) working hours per day.

a) Project Area Services

Thirty point five (30.5) work-days of service shall be carried out in the Project Area by the team comprising the Team Leader, four (4) other international specialists, as named in sub-paragraph 2.03 a), as well as personnel from the Grenada Co-operative League.

An estimated eight (8) work-months of service over a period of two and half (2.5) years shall be carried out in the Project Area by the Grenada Co-operative League.

The time required by the Contractor's Team travelling from their place of residence and/or work to the Project Area and return, is not included in the number of work-months stated above.

b) Home Support Services

In addition to the services referred to in sub-paragraph a) of this paragraph, the

Contractor shall provide such other Home Office personnel services and technical facilities as may be necessary for the backstopping support to his personnel and/or partners'/subcontractors' personnel serving in the Project Area.

c) Activities of each Partner/Subcontractor

The activities to be performed by the Contractor's partners/subcontractors shall be as follows:

- i) Energy and Security Group (ESG) shall provide services for the Training of Lending Officers and Consumer Awareness Campaign activities, as well as the overall program execution coordination and monitoring.
- ii) The Trust for the Americas (TA) shall provide services for the establishment of the Pilot Lending Operation, including issuance and administration of the grant in the amount of United States Dollars sixty five thousand (USD 65,000) to Grenada Co-operative League as defined in the sub-paragraph d) hereinafter.
- iii) Grenada Co-operative League shall provide services for Training of Lending Officers and Consumer Awareness Campaign activities, as well as for reporting on the Pilot Lending Operation performance over the entire program period, as described in the Annex B to the Terms of Reference.

d) Pilot Lending Operation

A grant in the amount of United States Dollars sixty-five thousand (US\$ 65,000), which is included in the Contract price, shall be made available from the Trust for the Americas to Grenada Co-operative League in the form of a six (6)-year secured loan. The loan shall be used for financing of the services referred to in sub-paragraphs a) and c) hereinabove. Terms and conditions of the said loan shall be in accordance with guidelines and conditions set forth in the Annex A to the Terms of Reference (Annex F hereof).



2.03 Contractor's Personnel

a) Name, Project Function and Duration of the Assignments of the Contractor's Personnel

The personnel to be provided by the Contractor and the duration of their assignments shall be as follows:

<u>Name</u>	<u>Project Function</u>	<u>Duration of Assignment</u> (work-days)
Mr. M. Lambrides (Team Leader)	Project Manager	2.5
Mr. J. C. Monticelli	Energy Specialist)	
Ms. L. Eddleman	Executive Director)	8
Ms. J. Siegel	Energy Specialist	10
Ms. A. Grewal	Energy Specialist	<u>10</u>
	Total:	30.5

b) Replacement of the Contractor's Personnel and Subcontractors/Partners

The Contractor's personnel and subcontractors/partners named in sub-paragraph a) hereinbefore are considered essential for the work to be performed under this Contract, accordingly:

- i) prior to replacing any of such personnel and subcontractors/partners, the Contractor shall notify UNIDO reasonably in advance and shall submit detailed justifications together with the curriculum vitae of the proposed substitute(s) and qualifications of the proposed subcontractors/partners to permit evaluation by UNIDO of the impact which such replacement(s) would have on the work programme;
- ii) no personnel or subcontractor/partner replacement shall be made by the Contractor without the prior written consent of UNIDO in accordance with Clause 4 of the UNIDO General Conditions of Contract (Annex A hereof).

2.04 Commencement and Completion of the Contractor's Work

The Contractor's Team shall commence performance no later than January 2008 and

shall complete all work no later than twenty-eight (28) calendar months thereafter, including the submission of the Final Report.

2.05 Responsibilities of the Contractor's Team Leader

The Contractor's Team Leader shall be responsible for ensuring that the work in the Project Area and at the Home Office is performed in accordance with the terms of this Contract and for supervising, directing and co-ordinating the performance of the duties of the Contractor's personnel.

2.06 Relationship between the Contractor's Team Leader and the Resident Representative of the UNDP in the Project Area

While in the Project Area in connection with the performance of the work hereunder, the Contractor's Team Leader shall maintain a close working relationship and co-operate with the Resident Representative of the UNDP in the Project Area and/or his designated representative(s), and shall keep him/them currently informed of the progress of the assignment and plans for the performance of the work. The Resident Representative of the UNDP and/or his designated representative(s) shall have the right to observe at any time the progress of the work carried out under this Contract and to consult with the Contractor's Team Leader and the other specialists concerning their work performance.

2.07 Facilities and Services provided by the Contractor

The Contractor shall provide all the facilities and services required by the Contractor's and his partners'/subcontractors' personnel for the execution of the Contract. Expenses of every kind incurred in connection with such execution shall be solely for the account of the Contractor. Such expenses shall include, but shall not be limited to, the cost of wages, housing, food, travel, medical attention and insurance.

2.08 Protests

If the Contractor considers any work demanded of him by the Resident Representative of the UNDP and/or his designated representative(s) and/or by the Government or its co-operating Agency(ies) to be outside the requirements of this Contract, or considers any ruling of the Resident Representative of the UNDP and/or his designated representative(s) and/or the Government or its co-operating Agency(ies) to be unfair, he shall immediately upon such work being demanded, or such ruling being made, ask the

CHIEF, PROCUREMENT SERVICES UNIT, OPERATIONAL SUPPORT SERVICES BRANCH (hereinafter referred to as the "Chief, PRS/OSS/PSM") for his written instructions or decisions.

2.09 Deliverables and Reports

The Contractor shall submit to UNIDO, Vienna, the Deliverables and Reports which are listed below. All Reports shall be prepared in conformity with Annex C entitled "Basic Principles of Scientific Report Writing" and dispatched in accordance with Annex D entitled "Instructions to Contractors for the Dispatch of Reports" which are attached hereto.

a) Memorandum of Understanding (MOU) between the Contractor and the Trust for the Americas

A copy of the signed Memorandum of Understanding (MOU) on the establishment of the Pilot Lending Operation, in English, in two (2) copies, between the Contractor and the Trust for the Americas, should be submitted no later than March 2008. The Memorandum of Understanding (MOU) should be signed in order to allow implementation of Guidelines and Conditions for the establishment and management of the Pilot Lending Operation, set forth in the Annex of the Terms of Reference (Annex E hereof)

b) Fixed-Price Deliverable-based Contract between Energy and Security Group and Grenada Co-operative League

A copy of the signed Contract, in English, in two (2) copies, between the Energy and Security Group (ESG) and Grenada Co-operative League for the execution of a Training Programme for Lending Officers and of a Consumer Awareness Campaign, should be submitted no later than March 2008.

c) Proceedings of the Delivered Training for Lending Officers

Proceedings of the Training for Lending Officers delivered in Grenada, in English, in two (2) copies, as well as in electronic format should be submitted no later than four (4) weeks after implementation of the training.

d) Monthly Financial and Progress Reports

Monthly Financial and Progress Reports, in English, in two (2) copies each, as well as in electronic format, covering the work performed in accordance with the requirements as detailed in the Terms of Reference (Annex E hereof). The Monthly Financial and Progress Reports shall be submitted during the first six months since the launch of the consumer education and program promotion campaign. The First Monthly Financial and Progress Reports shall be submitted no later than 10 March 2008. The last Monthly Financial and Progress Reports shall be submitted no later than 10 August 2008.

e) Quarterly Financial and Progress Reports

Quarterly Financial and Progress Reports shall include financial performance of the Pilot Lending Operation. The First Quarterly Financial and Progress Report (Q3 2008) shall be submitted no later than 10 October 2008. The last Quarterly Financial and Progress Report (Q2 2010) shall be submitted no later than 10 June 2010.

All Quarterly Financial and Progress Reports shall include sufficient information for UNIDO to determine the extent of the work carried out at the Contractor's Home Office by the personnel referred to in sub-paragraph 2.03 a) hereinbefore. No invoice submitted for payment, pursuant to the stipulations of paragraph 4.04, shall be paid by UNIDO, unless the relevant Deliverable or Report submitted by the Contractor and/or other information, as may be available to UNIDO, confirms that satisfactory progress has been achieved also in the performance of the work at the Contractor's Home Office.

f) Draft Final Report

A Draft Final Report, in English, in two (2) copies, covering the work performed in accordance with paragraph 2.01 and including recommendations with regard to the future use of the loan which shall be submitted to UNIDO, Vienna, in time to ensure it is received no later than twenty eight (28) calendar months from the date of start of Contractor's work.

g) Final Report

A Final Report, in English, in five (5) copies, covering the work performed in accordance with paragraph 2.01. In the preparation of the Final Report the Contractor shall give due consideration to the comments and recommendations advised in writing by UNIDO to the Contractor within four (4) weeks after UNIDO's receipt of the Draft Final Report from the Contractor. The Final Report shall be submitted to UNIDO, Vienna, in time to ensure it is received no later than four (4) weeks after the Contractor's receipt of UNIDO's written comments on, or approval of, the Draft Final Report.

2.10 Standards of Work

The Contractor shall furnish the highest skill and judgment and cooperate with UNIDO and all UNIDO's consultants and agents in best furthering the interests of UNIDO. The Contractor shall furnish efficient business administration and superintendence, and he shall perform the work in the best way and in the most expeditious and economical manner consistent with the interest of UNIDO.

3.00 CONTRACT PRICE AND TERMS OF PAYMENT

3.01 Contract Price

UNIDO shall pay the Contractor for the full and proper performance of his obligations under this Contract, the sum of United States Dollars one hundred and thirty-nine thousand (USD 139,000), which includes the subcontracts in the amount of United States Dollars seventy-three thousand one hundred and fifty (USD 73,150) for the Trust for the Americas (TA), and in the amount of United States Dollars forty-five thousand (USD 45,000) for Energy and Security Group (ESG). Payment of this sum shall be made in the currency and in the pro-rated amounts hereinafter set forth. This sum shall cover all expenses incurred by the Contractor and his subcontractors including, but not limited to: salaries, indemnities, social charges, overheads, technical assistance and supervision costs. The total Contract price is also inclusive of:

- a) the costs in connection with the travels of the Contractor's and his subcontractor's personnel
 - i) from their country of residence and/or place of work to the Project Area

- and return;
 - ii) from the Project Area to other countries, if such journeys are considered necessary for the execution of the Contract, and
 - iii) within the Project Area;
- b) the subsistence allowance of the Contractor's and his subcontractor's personnel assigned to the Project Area.

3.02 Contract Ceiling

The Contractor shall not do any work, provide any materials or equipment or perform any services which may result in any charges to UNIDO over and above the said sum of United States Dollars one hundred and thirty-nine thousand (USD 139,000), without the prior written consent of UNIDO and a formal amendment to this Contract.

3.03 Currency of Payments

The total Contract price of United States Dollars one hundred and thirty-nine thousand (USD 139,000) shall be paid in this currency.

3.04 Progress Payments

Progress payments on account of the Contract price set forth in paragraph 3.01 shall be made against the Contractor's invoices rendered as follows:

- a) upon UNIDO's receipt of the Contract duly countersigned,
the sum of.....USD 14,000
- b) upon UNIDO's receipt and acceptance of the Memorandum
of Understanding (MOU) signed between the Contractor
and the Trust for the Americas referred to in sub-
paragraph 2.09 a), the sum of.....USD 65,000
- c) upon UNIDO's receipt and acceptance of the Contract
signed between Energy and Security Group and
Grenada Co-operative League referred to in sub-
paragraph 2.09 b), the sum of.....USD 30,000

- d) upon UNIDO's receipt and acceptance of the Training Manual for Lending Officers referred to in sub-paragraphs 2.09 c), and proceeding, the sum of..... USD 16,000
 - e) upon UNIDO's receipt and acceptance of the all previous Quarterly Reports referred to in sub-paragraph 2.09 e), and Final Report referred to in sub-paragraph 2.09 f), the sum of..... USD 14,000
- Total USD 139,000

The making of any payment hereunder by UNIDO shall not be construed as an unconditional acceptance by UNIDO of the work accomplished by the Contractor up to the time of such payment.

3.05 Withholding of Payments

UNIDO may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect UNIDO from loss under this Contract on account of:

- a) the Contractor's failure to carry out the work or to make adequate progress on the work, except for failure arising out of force majeure;
- b) the Contractor's failure to remedy defective work and/or unsatisfactory performance, when such failure has been drawn to his attention by UNIDO;
- c) the Contractor's failure to submit on time the reports required hereunder;
- d) the Contractor's failure to make payments properly for material or labour in the Project Area, or
- e) the existence of damage claims presented by UNIDO or of reasonable evidence indicating the probable basis on which damage claims may be presented by UNIDO.
- f) breach by the Contractor or the Contract.

The withholding by UNIDO of any interim payment shall not affect the Contractor's obligation to continue performance under this Contract.

No interest shall accrue on payments eventually withheld by UNIDO in application of the stipulations of this paragraph.

3.06 Contractor's Invoices

Each payment shall be made by UNIDO on the basis of an original invoice submitted by the Contractor. The original invoice must reflect the Contractor's banking instructions i.e. Name and address of the Bank, Account No., Sort Code No. for payment by electronic transfer.

3.07 Mode of Payment

All payments under this Contract shall (subject to receipt of the Contractor's original invoice) be made by UNIDO by bank transfer to the Contractor's account(s) designated by the Contractor.

4.00 GENERAL PROVISIONS

4.01 Entry into Effect of the Contract

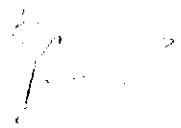
This Contract shall be deemed to be effective from the date of signature by both Parties.

4.02 General Conditions

The Parties hereto agree to be bound by the UNIDO General Conditions of Contract, a copy of which is attached hereto as Annex A and made a part hereof.

4.03 Contract Amendment

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to this Contract, signed by the Contractor and the Chief, PRS/OSS/PSM, or his representative.



4.04 Transmission of Deliverables, Reports, Invoices and Notices

All reports, invoices and notices submitted or given hereunder shall be addressed to the Chief, PRS/OSS/PSM, UNIDO, Wagramer Strasse 5, A-1220 Vienna, Austria.

4.05 Covenant against Contingent Fees

The Contractor warrants that:

- a) no person or selling agency has been employed or retained by him to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
- b) no official or servant or retired employee of UNIDO, the United Nations, the UNDP and the Participating and Executing Agencies of the UNDP or the Government and/or its co-operating Agency(ies), who is not a bona fide employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof.

For breach of these warranties, UNIDO shall have the right to deduct from the Contract price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

4.06 Default by the Contractor

In case the Contractor fails to fulfil his obligations and responsibilities under this Contract, and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given UNIDO's express written notification of the nature of the failure(s), UNIDO may, at its sole option and without prejudice to its right to withhold payment(s) as hereinbefore provided, hold the Contractor in default under this Contract. When the Contractor is thus in default, UNIDO may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, UNIDO shall have the right to seek completion, at the Contractor's expense, of that part or those parts of the Contract with

respect to which the Contractor is in default. The Contractor shall, in this case, be solely responsible for any reasonable costs of completion, including such costs which are incurred by UNIDO over and above the originally agreed Contract price stipulated hereinbefore.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

ORGANIZATION OF AMERICAN STATES

By.....

1889 F Street, NW
Washington, DC 20006

USA

Date.....*February 19, 2008*



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

By.....*R. Vujačić*

Ranko Vujačić

Director

Operational Support Services Branch
Programme Support and General
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UNIDO

Wagramer Strasse 5

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Date.....*25.01.2008*