

Acuerdos Bilaterales

Clasificación: 53-2005

Fecha de Ingreso: 20 de junio de 2005

Nombre de Acuerdo: Contract No. 05/002 between the United Nations Industrial Development Organization (UNIDO) and the Organization of American States for the provision of services relating to the execution of the Caribbean Solar Financing Program (CSFP) in Saint Lucia

Materia: Medio Ambiente

Partes: SG/OEA & United Nations Industrial Development Organization

Referencia: UNIDO

Fecha de Firma: 5 de mayo de 2005

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Washington, D.C.

Unidad Encargada: Office for Sustainable Development and Environment

Persona Encargada: Thomas Scott Vaughan

Original:

Claves:

Cierre del proceso:



CONTRACT NO. 05/002

between

THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION
(UNIDO)

and

THE ORGANIZATION OF AMERICAN STATES

UNIDO Project No. FI/RLA/03/298

P.O. No. 16000818

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

A handwritten signature in black ink, consisting of a stylized, cursive letter 'A' followed by a vertical line.

CONTRACT

between

THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

and

THE ORGANIZATION OF AMERICAN STATES

for the

provision of services relating to the

Execution of the Caribbean Solar Financing Program (CSFP)

in

SAINT LUCIA

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 the 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 UNITED NATIONS FUNDS FOR INTERNATIONAL PARTNERSHIP and in response to a request from the GOVERNMENT OF SAINT LUCIA (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 Saint Lucia (hereinafter referred to as "the Project Area");

WHEREAS, 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 in Saint Lucia. The Contractor shall perform the following activities in partnership with the Energy and Security Group (ESG), the Trust for the Americas (TA) and the Saint Lucia Co-operative League Limited (League) though in accordance to the Terms of Reference (Annex E to the Contract):

- Development and delivery of a training on Solar Hot Water Systems (SHWS) for lending personnel of the Saint Lucia Co-operative League Limited.
- ESTABLISHMENT OF A LONG-TERM CREDIT FACILITY (hereinafter referred to as "Pilot Lending Operation") to support the purchase of SHWS by the members of the Saint Lucia Co-operative League Limited. For this purpose an amount of United States Dollars forty-six thousand (US\$ 46,000) is included in the total Contract price and shall be managed by the Trust for the Americas.
- Development and execution of a consumer education campaign aimed to raise awareness of the benefits of SHWS.

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 January 2005, 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 9 February 2005 which the Contractor submitted to UNIDO in response to UNIDO's Request for Proposal No. P. 2005/006 of 18 January 2005. 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 Saint Lucia Co-operative League Limited shall make available a total of twenty-four (24) work-months of personnel services as specified in sub-paragraphs a) and b) of this paragraph. In accordance with Contractor's proposal, activities of each partner shall be as specified in sub-paragraph d). In connection with this Contract, a work-month of service in the Project Area and at the Home Office shall consist of five (5) working days per week and eight (8) working hours per day.

a) Project Area Services

Twenty two point one (22.1) work-months of service, of which two point one (2.1) work-months of international specialists, shall be carried out in the Project Area by a team comprising the Team Leader, two (2) other international specialists as named in sub-paragraph 2.03 a) as well as personnel from the Saint Lucia Co-operative League Limited.

Twenty (20.0) man-months of service have been estimated local work requirements to be carried out in the Project Area by the Saint Lucia Co-operative League Limited.

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 Office Services

One point nine (1.9) work-months of service shall be carried out at the Contractor's and/or partners' Home Office by the specialists named in sub-paragraph 2.03 a).

c) Home Office Support Services

In addition to the services referred to in sub-paragraphs a) and b) 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' personnel serving in the Project Area.

d) Activities of each Partner

The activities to be performed by the Contractor's partners shall be as follows: Energy and Security Group (ESG) shall provide services for the Training of Lending Officers and Consumer Awareness Campaign activities, as well as overall program execution coordination and monitoring.

The Trust for the Americas (Trust) shall provide services for the establishment of the Pilot Lending Operation, including issuance and administration of the United States Dollars forty-six thousand (US\$ 46,000) grant to the Saint Lucia Co-operative League Limited as defined in following sub-paragraph e).

The Saint Lucia Co-operative League Limited 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.

e) Pilot Lending Operation

A grant of United States Dollars forty-six thousand (US\$ 46,000), which is included in the Contract price, shall be made available from the Trust for the Americas to the Saint Lucia Co-operative League Limited in the form of a six (6)-year secured loan. Terms and conditions of the loan issued shall be in accordance with guidelines and conditions set forth in the Annex to the Terms of Reference (Annex E 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-months)	
		<u>Project Area</u>	<u>Home Office</u>
Mr. J. Ryan (ESG) (Team Leader)	Programme Manager and Financing Specialist	1.2	0.9
Ms. S. Gottlieb	Contract Manager	---	0.3
Mr. M. Lambrides	Contract Manager	---	0.2
Ms. J. Siegel (ESG)	Programme Expert	---	0.1
Ms. A. Grewal (ESG)	Training and Outreach Specialist	0.8	0.2
Ms. P. Shields (Trust)	Loan Administrator	0.1	0.2
Saint Lucia Co-operative League Limited (League)	Local Executor	<u>20.0</u> 22.1	---
			1.9

b) Replacement of the Contractor's Personnel

The Contractor's personnel 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, the Contractor shall notify UNIDO reasonably in advance and shall submit detailed justifications together with the curriculum vitae of the proposed substitute(s) to permit evaluation by UNIDO of the impact which such replacement(s) would have on the work programme;
- ii) no personnel replacement shall be made by the Contractor without the prior written consent of UNIDO in accordance with Clause 4 of the

2.04 Commencement and Completion of the Contractor's Work

The Contractor's Team shall commence performance no later than June 2005 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 UNIDO Representative 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 UNIDO Representative 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 UNIDO Representative 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' 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 UNIDO Representative 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 UNIDO Representative 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, DIVISION OF ADMINISTRATION (hereinafter referred to as the "Chief, PRS/ADM") 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, between the Contractor and the Trust for the Americas, should be submitted no later than 31 June 2005. The Memorandum of Understanding (MOU) should be designed 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 the Saint Lucia Co-operative League Limited

A copy of the signed Contract, in English, between the Energy and Security Group (ESG) and the Saint Lucia Co-operative League Limited for the execution of a Training Programme for Lending Officers and a Consumer Awareness Campaign, should be submitted no later than 10 June 2005.

c) Proceedings of the Delivered Training for Lending Officers

Proceedings of the Training for Lending Officers, in English, in two (2) copies, as well as in electronic format, delivered in Saint Lucia, should be submitted no



later than four (4) weeks after implementation of the training.

d) Eight (8) Quarterly Progress Reports

Eight (8) Quarterly 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 Quarterly Progress Reports shall include financial performance of the Pilot Lending Operation. The First Quarterly Progress Report shall be submitted no later than August 2005. The last Quarterly Progress Report shall be submitted in February 2007.

All Quarterly 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.

e) Two (2) Annual Financial Reports

Two (2) Annual Financial Reports, in English, in two (2) copies each, as well as in electronic format, of the financial performance of the Pilot Lending Operation. The First Annual Financial Report should be submitted no later than May 2006.

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-six (26) 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 exercise all reasonable skill, care and diligence in the performance of the work hereunder and shall carry out all his responsibilities in accordance with the highest recognized professional standards.

3.00 RESPONSIBILITIES OF UNIDO

3.01 Facilities and Services

To assist the Contractor and his Team assigned to the Project Area in connection with the performance of the work hereunder, UNIDO shall provide the facilities and services as detailed in the Terms of Reference (Annex E hereof).

3.02 Responsibilities of the UNIDO Representative in the Project Area

The UNIDO Representative in the Project Area, as the representative of UNIDO, shall:

- a) act as Liaison Officer between the Contractor's personnel and officials of the Government in all matters relating to this Contract;
- b) refer to UNIDO, attention Chief, PRS/ADM, such administrative matters relating to execution of this Contract as may be brought to his attention and which cannot be resolved in the Project Area.

4.00 CONTRACT PRICE AND TERMS OF PAYMENT

4.01 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 twenty-one thousand (US\$ 121,000), which includes the amount of United States Dollars forty-six thousand (US\$ 46,000) for the Pilot Lending Operation. 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 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 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 personnel assigned to the Project Area.

4.02 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 twenty-one thousand (US\$ 121,000), without the prior written consent of UNIDO and a formal amendment to this Contract.

4.03 Currency of Payments

The total Contract price of United States Dollars one hundred and twenty-one thousand (US\$ 121,000) shall be paid in this currency.

4.04 Progress Payments

Progress payments on account of the Contract price set forth in paragraph 4.01 shall be made against the Contractor's invoices rendered as follows:

- a) upon UNIDO's receipt of the Contract duly countersigned,
the sum of.....US\$ 15,000



- b) upon UNIDO's receipt and acceptance of the final draft of the Memorandum of Understanding (MOU) to be signed between the Contractor and the Trust for the Americas referred to in sub-paragraph 2.09 a) the sum of.....US\$ 49,000
 - c) upon UNIDO's receipt and acceptance of the final draft of the Contract to be signed between Energy and Security Group and the Saint Lucia Co-operative League Limited referred to in sub-paragraph 2.09 b), the sum of.....US\$ 10,000
 - d) upon UNIDO's receipt and acceptance of the Training Manual for Lending Officers referred to in sub-paragraphs 2.09 c), subject to receipt of the signed Memorandum of Understanding (MOU) and Contract referred to in sub-paragraphs 2.09 a) and b), the sum of...US\$ 25,000
 - e) upon UNIDO's receipt and acceptance of the Proceedings of Delivered Training to Lending Officers referred to in sub-paragraph 2.09 c) and the First Quarterly Progress Report referred to in sub-paragraph 2.09 d) the sum of.....US\$ 17,000
 - f) upon UNIDO's receipt and acceptance of the Contractor's Final Report referred to in sub-paragraph 2.09 g), the sum of.....US\$ 5,000
- Total US\$ 121,000

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.

4.05 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.

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.

4.06 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 as detailed in the Bank Information Form (Annex F).

4.07 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 company's account(s) designated by the Contractor.

5.00 GENERAL PROVISIONS

5.01 Entry into Effect of the Contract

This Contract shall be deemed to be effective from 28 April 2005, which was the date of

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the Contractor's fax confirming acceptance of UNIDO's faxed Contract award of 21 April 2005.

5.02 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. The articles 8, 16 and 18 are modified to read as follows:

"8. UNIDO and Contractor Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of UNIDO or as a waiver of any of the privileges and immunities of Contractor."

"16. Arbitration

Any dispute arising out of the interpretation or application of the terms of this Contract or any breach thereof shall, unless it is settled by direct negotiation, be settled in accordance with the arbitration rules established by the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute. It is understood, however, that the provisions of this paragraph shall not constitute nor imply the waiver by UNIDO or by Contractor of their respective privileges and immunities."

"18. Obligations

In connection with the performance of his services under this Contract, the Contractor shall neither seek nor accept instructions from any authority external to UNIDO. The Contractor shall refrain from any action which may adversely affect UNIDO and shall fulfil his commitments with full regard for the interests of UNIDO. Unless authorized in writing by UNIDO, the Contractor shall not advertise or otherwise make public to any entity other than its governing bodies the fact that he is performing or has performed services for UNIDO. Also, the Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the United Nations or of the UNIDO or any abbreviation of the name of the United Nations or of the United Nations Industrial Development Organization in connexion with his business or otherwise. The Contractor is required to exercise utmost discretion in all matters relating to this Contract. Unless required in connexion with the performance of his work under this Contract or where specifically authorized by UNIDO, the Contractor shall not communicate at any time to any person, government, or authority external to UNIDO or to Contractor any information which has not been made public and which is known to him by reason of his association with UNIDO. The Contractor shall not, at any time, use such information to private advantage. These obligations do not lapse upon satisfactory completion of the work under this Contract or termination of this Contract by UNIDO."



5.03 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/ADM, or his representative.

5.04 Transmission of Deliverables, Reports, Invoices and Notices

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

5.05 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.

5.06 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.....

Thomas Scott Vaughan
Director
Office for Sustainable Development
and Environment
Organization of American States

1889 F Street, NW
Washington, DC 20006
USA

Date..... *5 May 2005*

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

By.....

V. Koloskov, Chief
Procurement Services
Division of Administration
UNIDO

Wagramer Strasse 5
A-1220 Vienna
Austria

Date..... *2 May 2005*