

PAKIS/RFP/23/014, PORTABLE SOLAR KITS FOR PAKISTAN

QUESTION AND ANSWERS

- 1) As you mentioned in the document “*pakis-rfp-23-014_portable_solar_kits_for_pakistan*”, page 1, the estimated annual quantity requirement is **35,000 units** for the year 2023. When is expected the first batch of product?

Answer:

We are expecting a batch of minimum 10,000 units within 60 days of Purchase Order issuance. However, we encourage batches with larger quantities.

- 2) Do we need to provide an additional sample for the bid submission or is there only the random selection as mentioned on the second page of the document : “*pakis-rfp-23-014_portable_solar_kits_for_pakistan*” : “UNHCR will carry random quality inspections, including specific selected criteria for laboratory test to products or items selected by UNHCR or by an independent surveyor appointed by UNHCR from samples selected during production, upon departure, loading, unloading, arrival to destination or from any storage location. The cost of the quality control inspections and laboratory tests will be covered by UNHCR.”

Answer:

No sample is required as part of the bid submission. UNHCR will carry random inspections as mentioned in the RFP and its annexes.

- 3) About the Training of Trainers sessions, what will be their location?

Answer:

These trainings will be conducted in Peshawar, Quetta and Islamabad.

- 4) Concerning the delivery, you mentioned in the document “*/pakis-rfp-23-014_portable_solar_kits_for_pakistan*” page 4 : “*Delivery Capacity: The bidder shall state the mobilization time, ex-stock quantity and quantities available after one and two weeks of production lead time. Bidder must be able to initiate delivery within 60 calendar days of issuance of the purchase order by UNHCR. “Does the 60 calendar days refer to the ready to ship?*”

Answer:

Yes, 60 calendar days refer to the ready to ship.

- 5) About the specifications of the product, is there a **maximum height** for the pedestal fan?

Answer:

The maximum height can be up to 40 inches; however, it should be adjustable as mentioned in the specifications **Annex-A2**.

- 6) We would request for a Pre-bid meeting to formally sit with your procurement team and discuss the points/ issues, which in our opinion shall impact the project both financially and technically.

Answer:

A virtual Pre-bid virtual Teams meeting has been arranged on Friday May 26 at 11:00 am PST. Bidders wishing to participate must send their email address to pakissc@unhcr.org for the link to join via MS Team.

- 7) We request you to re-visit your stringent technical evaluation criterion mainly for;
- a) Financial Capacity of \$ 25 Million

Answer:

This is a frame agreement. Financial capacity of the potential bidders does not refer to solar kits only but also refers to overall financial capacity of the bidder. The criterion to qualify this specific category is to at least have a turnover of \$25 Million or above in one of the last three years. Given the expected large volume of the project, we define this criterion as the project requires financially strong bidders, who can provide large quantities of portable solar kits, as and when required.

- b) Relevant Experience (exclusively for Pakistan) – 100,000 kits: Both of the above criteria are essential to evaluate the bidder's capabilities to undertake the project, however setting such high criteria will result in loss of fair competition. Portable Solar Kit division is a smaller part of Solar Power Business Sector, requirement of such exorbitant business volume will only eliminate the Solar Kit manufacturers who are specialist in the field. As for relevant experience of Pakistan Market, you required a sales volume of 100,000 Kits, Portable Solar Kits do not have this kind of consumption within Pakistan apart from couple of specific projects.

Answer:

Bidders with overall supply of 30,000 or above will get 5 points and will qualify this specific criterion. This is a reasonable number as only this year (2023) the estimated expected procurement is 35,000, which may increase depending upon availability of budget. Experience in Pakistan is not a must, even with no experience in Pakistan, a bidder can get a maximum of 15 marks. Given the nature of the project, we of course, value experience in the climatic and general conditions in Pakistan and that's why additional marks are mentioned.

We would like to have maximum submissions and that's why we have set the minimum criteria as flexible as possible – the overall qualifying point in the technical criteria is 35 only.

- 8) What type of legal documentation is required to prove partnership between the local distributor in Pakistan and the manufacturer?

Answer:

The parties should have a partnership/authorization agreement on the letter head(s) of the manufacturer and/or on any other verifiable legal document.

- 9) We have different locations for our factories, China, and India. If we consider India to manufacture the products, will it be an issue? (Products may be routed through UAE to avoid direct import from India to Pakistan)

Answer:

Yes, you can use these factories mentioned.

- 10) **Battery capacity:** Could you expand on why the battery capacity was set to 28Ah? Given the requirements of 9W of lighting and a fan of max 12-15W, a battery of 18Ah or more may be able to meet the daily energy needs. Would a system with a smaller battery be acceptable and not be penalised?

Answer:

The battery capacity is defined as per the areas where the kits are expected to be used and expected depth of discharge. A smaller battery capacity will not be acceptable. The bidders must comply with the technical specifications provided in Annex-A2.

- 11) **Fan:** Could you specify if you are looking for a brushless type of motor fan or not?

Answer:

As long as the fan meets the specifications given in Annex-A2, UNHCR will accept it.

- 12) **Waltek:** Waltek is a testing body that uses international standards like many other ones. Would other similar companies (like Intertek, Bureau Veritas, etc.) be acceptable and receive the same amount of points? From Waltek website, they only appear to work in China. This gives the impression this RFQ is only for products made in China.

Answer:

Waltek or equivalent certificate will be acceptable and will receive the same number of points. Please note that all the certificates shall be verifiable.

- 13) **MOQ:** What would be the expected MOQ orders? Would it be 20' or 40' container load or a fixed quantity like 10,000 units at a time?

Answer:

We are expecting a batch of minimum 10,000 units. However, we encourage batches with larger quantities.

- 14) **Awardee** Would you award this tender to a single awardee or multiple ones?

Answer:

The tender will be awarded to a single awardee. However, we may have backup vendors as well.

15) Financial Capacity: Most Verasol certified manufacturers that are offering 12V SHS also target smaller capacity units. Very few are having an annual turnover of \$25+ million per year to score any points (especially during the years of COVID period). Would it be possible to amend the scoring especially if the manufacturer meets the Relevant Experience criteria?

Answer:

Please refer to response to question no 7

16) Warranty: As most companies certified by Verasol offer a standard 24 month warranty period on the main components (except the fan where its 12 month), why limit it to 12 months?

Answer:

Verasol certificate is preferred and not mandatory. As per the RFP and its annexes, we require a minimum of 12 months warranty.

17) Even though stock would be sent to Islamabad, Peshawar and Quetta warehouses, could you share which camps would be receive the bulk of the units? What would happen with units with issues where it needs to be assessed if under warranty or not? Would these units be sent back to UNHCR warehouses or the local partner must intervene in the camps where the units are located? This type of information will allow the manufacturer with its local partner to estimate cost of repair/replacement of defective items under warranty.

Answer:

The damaged or faulty units on initial inspection will be returned directly to the local representative/authorized dealer. Once distributed and installed, if any issues found with the kits within the warranty period, the kits will be returned directly to the local representative/authorized dealer by the beneficiary(ies) or through our local NGO partners.

18) Could you expand on what would happen with items that need to be fixed are outside the warranty?

Answer:

One of the key aspects of UNHCR Pakistan energy interventions is sustainability. We encourage potential bidders to have a sustainable supply chain model for efficient use of the solar kits over its lifetime. This will also be helpful in creating livelihoods opportunities for the locals. This will also support UNHCR e-waste management approach. The training of trainers (ToT) is also part of this initiative, which can be an effective tool for technology transfer to the refugees and hosting communities.

19) PAYG: Would UNHCR Pakistan be interested to pilot the Pay As You Go model like it's done more and more in other refugee camps across the world (i.e. Uganda)?

Answer:

No, this is not required for this specific project.

20) Remote Monitoring: Would UNHCR Pakistan be interested to pilot Remote Monitoring (with either GPS, GSM or Bluetooth) functionality to gather and monitor data that would allow the organisation to better understand usage patterns, geolocate the unit, etc?

Answer:

This can be an additional characteristic of the kit provided. However, this is not a must as per the Annex-A2 Technical specifications.

Question 1	About Battery : Ternary lithium battery whether is OK?
Question 2	About Battery: 30Ah whether is OK?
Question3	About Bulbs: 4.8Watte whether is OK?
Question4	About lights: whether is button ,near bulb or near socket or near battery unit .
Question5	About Fan: this power on/off button, whether on battery unit panel or on wire.
Question6	About if in battery unit add a inveter function, that can have a AC 220V out, these benefit for see TV or some normal voltage electric equipment. Yes or not?

21) Answers

- a) No, specs of batteries given in Annex-A2 are compulsory to be followed.
- b) Yes, such limited variations in Ah will be ok and will be accepted.
- c) No, this (4.8W bulb) will drain more power and will affect overall system.
- d) It should be on an optimal user-friendly place for the beneficiary to be easily operated.
- e) The fan on/off button is part of the fan.
- f) No inverter required. UNHCR follows its energy policy and does not require this functionality.
- g) We cannot provide any feedback based on the pictures. The solar kit must meet the specifications provided in Annex-A2.

22) 2023 is about to enter June. 35,000 sets are required in 2023, according to the RFP.

Answer:

Yes, this is the estimated number of units required in 2023, depending upon availability of budget.

- 23) Is it one order or in batches? If they are in batches, how many batches? 2. As mentioned in the RFP – ‘Delivery Capacity: The bidder shall state the mobilization time, ex-stock quantity and quantities available after one and two weeks of production lead time. Bidder must be able to initiate delivery within 60 calendar days of issuance of the purchase order by UNHCR.’

Answer:

This is a frame agreement and multiple purchase orders can be issued. We are expecting a batch of minimum 10,000 units. However, we encourage batches with larger quantities.

- 24) Submit 35,000 sets of products within 60 days of receiving the order.

Answer:

We are expecting a batch of minimum 10,000 units. However, we encourage batches with larger quantities. We encourage the quantity to be delivered (as per the POs) as soon as possible after go ahead from UNHCR which will be given to supplier on the basis of Ministry of Foreign Affairs, Government of Pakistan’s NOC for which shipping documents are required.

- 25) In order to complete this task with high quality and efficiency, we plan to purchase some parts from other manufacturers (subcontractors). Do we need to specify the details of these subcontractors in the technical tender documents? What information should be submitted if it must be done?

Answer:

No specifications of subcontractors are not required, as long as the specifications and requirements mentioned in the RFP and its annexes are met. The local representative/authorized dealer will be responsible for any warranty claims, if required. Furthermore, it shall be ensured in this case that there are no integration issues among different parts.

- 26) Do all our subcontractors need to submit the technical tender, including the manufacturers that supply us with LED lights, electric fans, and others?

Answer:

A solar portable kit is considered as a single unit and not as a collection of different units. Therefore, not need to submit details of all manufacturers. Further details provided in the question above.

- 27) Could you please provide the standard contract text, ” General Conditions” used by UN agencies for procurement? Or tell us the website to download it.

Answer:

Template of contract is added at the end of this document as annex A.

28) As mentioned in the RFP – ‘Delivery Capacity: The bidder shall state the mobilization time, ex-stock quantity and quantities available after one and two weeks of production lead time. Bidder must be able to initiate delivery within 60 calendar days of issuance of the purchase order by UNHCR.’

a) Should we submit the local logistic subcontractor's reference? It is too hard now.

Answer:

No, this is not required.

b) Should we apply to extend the tender deadline 4 weeks?

Answer:

Deadline will not be extended.

c) Is The " Annex-E " a complete copy of the supply contract ? If not, How can I get it? Or please tell us the website to download it .

Answer:

Please see sample contract at the end of this document as annex A.

d) Shall we submit the certifications for the product family from my subcontractor in the Technical Offer? eg. VeraSol, Waltek.

Answer:

Yes, these certificates shall be submitted along with the technical offer for evaluation as mentioned in the RFP and its annexes.

29) Pursuant to Clause 2.3 of RFP # PAKIS/RFP/23/014 we are pleased to submit following questions for clarifications please; - Reference Document - RFP # PAKIS/RFP/23/014, Clause 1, Objective & Reqs:

a) Initial Frame Agreement shall be for 02 Years, extendable for 01 Year i.e., a Frame Agreement for a total of 03 Years. Shall the quoted prices be valid for 03 Years?

Answer:

Yes, the price should be valid for 03 (2+1) Years.

b) Will any price revision be considered at later stage due to any unforeseen or force majeure situation?

Answer:

This is a frame agreement; Price revision will not be considered. Force majeure clause will be added to the final contract.

c) Please share the year-wise estimated quantities/ requirement to account for the yearly financial budget.

Answer:

This is a frame agreement. The estimated quantities are given on page-1 of the RFP document. The quantity may vary (increase/decrease) as per availability of budget.

d) Reference Document - RFP # PAKIS/RFP/23/014, Page 02/10, IMPORTANT: When a Frame Agreement is awarded, either party can terminate the agreement only upon 30 days' notice, in writing to the other party. What kind of security shall be

available to the supplier if he has made 100% procurement of Kits, after the award of the contract and his consignment is ready for delivery?

Answer:

Once the agreement is made between the parties (selected supplier and UNHCR) and POs are issued, UNHCR is bound to pay the amount as per the quantity mentioned in the PO. Bidders are recommended to finalize the procurement and manufacturing only when the PO is issued. Frame agreement does not bound UNHCR to buy the item in quantities mentioned as estimated quantity.

- e) Do you confirm to issue Supply Order only when project is 100% financially backed?

Answer:

Issuance of POs means that funds are available and allocated.

- f) Reference Document - RFP # PAKIS/RFP/23/014, Page 04/10, Delivery Capacity - The bidder shall state the mobilization time, ex-stock quantity and quantities available after one and two weeks of production lead time. Bidder must be able to initiate delivery within 60 calendar days of issuance of the purchase order by UNHCR. Please confirm the total contract time for completion of project?

Answer:

This is a frame agreement for three (2+1) years. For each PO issued, the batch shall be ready to ship in 60 days subject but will only be shipped after clearance from UNHCR based on MOFA's NOC.

- g) Will partial deliveries be acceptable?

Answer:

We are expecting a batch of minimum 10,000 units. However, we encourage batches with larger quantities.

- h) VeraSol & Waltek Certifications are MUST or just CE Certification is acceptable?

Answer:

VeraSol & Waltek certifications are not mandatory, however preferred and carries points as per the technical evaluation criteria. The compulsory certificates for products are mentioned in Annex-A2 Technical Specifications.

- i) Payment is to be made after 30 days from receipt of goods; what time is required by UNHCR for clearance of goods from custom authorities?

Answer:

Payment will be made within 30 days subject to satisfactory inspection after installation.

- j) Pakistan Market is not much developed for Portable Solar Kit business, will any other Solar Power Project be acceptable as a valid experience?

Answer:

No, in terms of experience, only the supply of portable solar kits will be accepted as relevant experience. This criterion contains solar kits supplied globally as well as within Pakistan.

- k) Who should submit the offer, Local Representative or the foreign Manufacturer himself?

Answer:

It can be either, however the primary bidder shall be the manufacturer as the PO and payment will be made to one entity.

- l) Whether both the Local Representative & Foreign Manufacturer are required to be registered with UNHCR?

Answer:

The manufacturer shall be registered with UNHCR as payments will be made directly only to the manufacturer.

- m) Is registration MUST before bid submission or VRF can be submitted with the bid?

Answer:

VRF shall be submitted with the bid but only successful bidder(s) will be registered.

- n) Do UNHCR have any preference for Place of Inspection i.e., Storage Site within Pakistan or Manufacturer's Overseas Factory?

Answer:

Inspection will be arranged UNHCR warehouses or installation sites in Pakistan.

- o) Is there any requirement for Sample submission at bidding stage?

Answer:

No, sample submission is not required at the time of bidding.

- 30) We have noticed that the MPPT is required on the PV Panel specification. Is that reasonable? Please clarify.

Answer:

If your product is compliant with all other specifications, other than the MPPT, it will be accepted.

- 31) As experienced international solar system supplier, we have manufacturer's authorization to participate in this project, please kindly clarify if we are acceptable to bid by UNHCR as solar kits supplier.

Answer:

You can be the local representative/authorized dealer. However, for this particular project, the primary bidder has to be a manufacturer.

- a) We are engaged with multiple Versol Manufacturer and provided their products in Pakistan, Can we local Partner with More than 1 company in this tender?

Answer:

Yes, as long as all the specifications and requirements are met, more than one local partner can be added. However, roles and responsibilities shall be clearly defined. This may also include geographical coverage.

- b) We have also created another company. We are in the process of obtaining the VERSOL Certification of Solar home System with a new company name. It will be the first time, Pakistani company will get the Versol Certification, however we will be

doing OEM. We are hopeful to get the Versol Certification by the end of July, with a new company / new name . Products are ready and are more cost effective. Can we apply for those products as well?

Answer:

The tender is open to all potential bidders. However, bids will be evaluated as per the documents submitted along with the bid. We cannot allot marks for anything expected in the future. You can apply with any product as long as they are technically compliant. Your bid will be evaluated as per the documents submitted in the technical proposal.

Annex A

Sample Contract

CONTRACT

between

The Office of the United Nations High Commissioner for Refugees
94 rue de Montbrillant, 1202 Geneva, Switzerland

(hereinafter referred to as “UNHCR”)

and

[NAME & ADDRESS]

(hereinafter referred to as the “Contractor”)

Preambles and Object of the Contract

WHEREAS, UNHCR wishes to purchase [type of goods] and to retain the Contractor to [insert brief description of nature of services] in accordance with the terms and conditions set forth in this Contract;

WHEREAS, the Contractor represents that it is qualified, ready, able and willing, and possesses the necessary expertise, qualified personnel, facilities, equipment, tools, insurance and other mean, to provide these services in accordance with the terms and conditions set forth in this Contract;

[WHEREAS, – insert any other information relevant to the background for establishing this contract, e.g. previous contract that this supersedes/flows from]

NOW THEREFORE, in consideration of the mutual promises and subject to the terms and conditions contained herein, UNHCR and the Contractor (collectively referred to as “the Parties”) agree as follows:

Article 1 – Contract Documents

1.1 This document, together with the other named documents referred to below and attached as Annexes hereto constitute the entire Contract (the “Contract”) between UNHCR and the Contractor:

Annex A: UNHCR General Conditions of Contract for the Provision of Goods and Services (2010 revision)

Annex B: [UNHCR tender document]

Annex C: [Contractor’s bidding document]

[Add any other relevant document based on which UNHCR is contracting with the Contractor, e.g. performance bond, release form, Description of Services and Deliverables, Specification of Goods, Statement of Works, Project Schedule ...]

1.2 The documents constituting the Contract are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the following order of priority shall apply:

- (a) this Document
- (b) Annex A (UNHCR General Conditions of Contract)
- (c) [insert any other relevant document such as Annex XX Description of Services and Deliverables or Annex XXX Specifications of Goods, Statement of Works, Project Schedule]
- (d) Annex B (UNHCR tender document); and

(e) Annex C (Contractor's bidding document).

[Modify order of priority above as appropriate – usually the Contractor's offer is of lower priority]

1.3 This Contract embodies the entire agreement of the Parties with regard to the subject-matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or written, relating to the subject-matter hereof exist between the Parties except as herein expressly set forth.

1.4 Any document or receipt issued in connection with this Contract shall be consistent with and subject to the terms and conditions of this Contract, and in case of any inconsistency the terms and conditions of this Contract shall prevail.

Article 2 – Contract Term

2.1 This Contract shall take effect on [date][the date both Parties have signed this Contract or, if the Parties have signed it on different dates, the date of the latest signature] (the "Effective Date").

2.2 This Contract shall remain in effect until [satisfactory completion of the Services (as defined below) and delivery of the Good (as defined below)] / [insert date] / [the date falling [insert period of time] after the Effective Date], unless terminated earlier in accordance with the terms of this Contract.

2.3 [UNHCR may, at its sole option, extend the term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [insert number of additional period(s)] periods of up to [insert time period] each, provided that UNHCR provides written notice of its intention to do so at least [number of days] days prior to the expiration of the then current term of the Contract].

Article 3 – Scope of Contractor's obligations

3.1 Upon UNHCR's request by way of a purchase order issued separately and pursuant to this Contract, the Contractor will supply [amount] of [type of goods] as described in the [name of document which includes the goods specifications] (the "Goods"). The Contractor shall supply the specified quantities of Goods specified in the relevant purchase order(s).

3.2 Upon UNHCR's request by way of a purchase order issued separately and pursuant to this Contract, the Contractor will perform and carry out [the duties and responsibilities for UNHCR as set

out in the Description of Services and Deliverables attached as Annex [XX], which is hereby incorporated by reference]/[the following duties:

Describe services] (the "Services").

3.3 The Contract shall deliver the Goods [at [specify location of UNHCR office or warehouse] or [such location as may be specified in the relevant purchase order]] / [specify Incoterm and location if the goods are not due to be delivered at UNHCR's office or warehouse] / [to the freight forwarding agent specified by UNHCR in the relevant purchase order].

3.4 [The Contractor acknowledges and agrees that UNHCR may inspect the Goods prior to delivery, at the Contractor's Cost. The inspection of the Goods prior to delivery shall not substitute for the inspection of Goods after delivery to UNHCR.]

3.5 The Goods shall be delivered within [specify period of time] of receipt by the Contractor of the relevant purchase order. [Insert any special packaging requirements of UNHCR] [Specify any specific delivery documents required by UNHCR]

3.6 The Services shall be delivered [insert time period or frequency].

3.7 The Contractor shall provide UNHCR with written evidence of delivery of the Goods pursuant to this Contract. Such evidence of delivery shall, at a minimum, consist of [certificate of conformity] [shipping documentation including bill of lading/airway bill] [state any other documentary evidence required].

3.8 In the event that the purchase order issued by UNHCR does not conform to the terms hereof or does not contain all the information required to fulfil the order, the Contractor shall promptly contact UNHCR [specify 2 contact persons] to clarify the information.

3.9 [Except as otherwise provided in this Contract,] the Contractor undertakes to provide, at its own expense, all personnel, equipment, supplies, materials, tools, transportation and other facilities required for the performance and completion of the Services.

3.10 The Contractor shall ensure that it and its personnel shall perform the Services with the necessary care and diligence, and in accordance with the highest professional standards.

Article 4 – Responsibilities of UNHCR

4.1 If access to UNHCR's premises is required to perform and complete the Services, UNHCR shall provide the Contractor's personnel the necessary security passes and access to areas necessary for the performance of the Services.

4.2 The Contractor acknowledges that UNHCR shall have no obligation to provide any assistance to the Contractor in performing the Services other than expressly set forth [herein] / [in Annex xx].

Article 5 – Purchase orders; contract price and payment terms

5.1 UNHCR shall issue to the Contractor a purchase order promptly after the Effective Date, in the amount of the Contract Price (as defined below).

5.2 In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, UNHCR shall pay the Contractor a fee not to exceed [insert amount] (the "Contract Price").

5.3 Payments made by UNHCR to the Contractor shall be paid to [such account of the Contractor as the Contractor shall notify to UNHCR in writing]/[the following account:

Bank:

Account Name:

Account number:]

5.4 [Subject to satisfactory performance of the Services, the Contractor shall issue invoices to UNHCR as follows:

[specify milestones or time schedule against which payment is payable]

OR :

[The Contractor shall issue an invoice to UNHCR upon delivery of the Goods.]

5.5 Each of the Contractor's invoices shall clearly bear reference to the purchase order number to which the invoice relates.

5.6 The Contract Price is an all-inclusive amount, and the Contractor, acknowledging that incurring costs in excess of those budgeted by UNHCR is subject to the UNHCR Financial Rules and Regulations, shall not do any work, or permit any work to be done, which would result in any payment or payments by UNHCR of any amount in excess of the Contract Price, without a prior valid amendment to the Contract.

5.7 The Contractor acknowledges and agrees that UNHCR may withhold payment in respect of all or part of an invoice in the event that, in the opinion of UNHCR, the Contractor has not performed its obligations in accordance with the terms of the Contract [or if the Contractor has not provided [specify any documentation, e.g. bill of lading, which the Contractor should provide to UNHCR together with the invoices].

5.8 In addition to any other rights and remedies available to it, UNHCR shall have the right, without prior notice to the Contractor (any such notice being waived by the Contractor), upon any amount becoming due and payable hereunder to the Contractor, to set-off any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNHCR to the Contractor or any claim for loss or damage to UNHCR property) owing by the Contractor to UNHCR hereunder or under any other agreement between the Parties. UNHCR shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

5.9 If UNHCR disputes any invoice or a portion thereof, UNHCR shall notify the Contractor accordingly, including a brief explanation of why UNHCR disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UNHCR shall pay the Contractor the amount of the undisputed portion within 30 days of receipt of the Contractor's invoice. UNHCR and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to a disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UNHCR shall pay to the Contractor the relevant amount (if any) within 30 days from the date of resolution of such dispute.

5.10 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract, nor any accrued interest on payments withheld by UNHCR that are subject to a dispute.

5.11 Payments made in accordance with this Article shall constitute a complete discharge of UNHCR's obligations with respect to the relevant invoice or portion thereof.

5.12 Payments effected by UNHCR shall not relieve the Contractor of its obligations under this Contract and shall not be deemed an acceptance by UNHCR of the Contractor's performance.

Article 6 – Review; improper performance

6.1 UNHCR reserves the right to review all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract. UNHCR shall perform such review in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews by UNHCR, at no cost or expense to UNHCR.

6.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UNHCR's rights and remedies under this Contract or otherwise, UNHCR shall have the options, to be exercised in its sole discretion:

- (a) If UNHCR determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UNHCR may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to UNHCR, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within [insert number] days of receipt of the written request from UNHCR or within such shorter period as UNHCR may have specified in the written request if emergency conditions so require, as determined by UNHCR in its sole discretion.
- (b) If the Contractor does not promptly take corrective measures or if UNHCR reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UNHCR may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of UNHCR's obtaining the assistance of other entities or persons, the Contractor shall cooperate with UNHCR and such entity or person in the orderly transfer of any Services already completed by the Contractor.
- (c) If UNHCR determines, in its sole discretion, that improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNHCR may terminate the Contract in accordance with Article 15.1 of UNHCR's General Conditions of Contract for the Provision of Services (Annex A hereto) without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

Article 7. Authorizations

7.1. In addition to the Contractor's obligations under Articles 7.10 ('Export Licensing') and 22 ('Observance of the Law') of the UNHCR General Conditions of Contract (Annex A), the Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract [including without limitation all entry/exit visas and work permits for its personnel and customs clearance for equipment

and material provided by the Contractor]. UNHCR shall cooperate with the Contractor as necessary and appropriate including where appropriate by liaising with relevant authorities.

7.2 [Notwithstanding anything to the contrary herein, UNHCR's sole obligation with respect to customs matters shall be to provide the Contractor with a documentary certificate identifying the items concerned and stating that such items are for the sole use of UNHCR. If any further documentation is required by any authority, the Contractor shall advise UNHCR and UNHCR agrees to provide reasonable assistance to the Contractor in obtaining such documents.]

Article 8. Notices

8.1. Except as otherwise specified in this Contract, all notices and other communications between the Parties required or foreseen under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, or certified mail, transmitted to the Party for whom intended at the address or facsimile number shown below or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract.

If to the Contractor:

[Insert address]

Attn:

Fax:

If to UNHCR:

[Insert field address if applicable]

Attn:

Fax:

With a copy to:

[insert SISS address Geneva or Budapest]

Attn:

Fax:

8.2. Notice by mail or recognized overnight delivery service shall be effective on the date it is officially recorded as delivered to (or refused by) the intended recipient by return receipt or equivalent. All notices and other communications required or contemplated by this Contract delivered in person or by facsimile shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of actual receipt as evidenced by an acknowledgement of personal receipt or a valid fax transmission confirmation sheet report.

Article 9. Miscellaneous

9.1. If any provision of this Contract shall be held to be invalid, illegal or unenforceable (in whole or in part), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

9.2. Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever. Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

9.3. This Contract and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Contract in two identical originals in counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

For and on behalf of UNHCR

For and on behalf of the Contractor

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date: