

DATE: Tuesday 27 June 2023

REQUEST FOR PROPOSAL (RFP): No. RFP/2023/017

**FOR THE PROVISION OF
PHOTOVOLTAIC (PV) RENEWABLE ENERGY SYSTEMS FOR UNHCR OFFICES IN LEBANON**

CLOSING DATE AND TIME: Wednesday 23 August 2023 – 23:59 BEIRUT TIME OR EARLIER

INTRODUCTION TO UNHCR

The Office of the United Nations High Commissioner for Refugees (UNHCR) was established on 14 December 1950 by the United Nations General Assembly. The agency is mandated to lead and co-ordinate international action to protect refugees and resolve refugee problems worldwide. Its primary purpose is to safeguard the rights and well-being of refugees. It also has a mandate to help stateless people.

In more than seven decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 16,803 people in more than 134 countries continues to help about 70.8 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environments, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations, please see <http://www.unhcr.org>.

1. PROJECT BACKGROUND

UNHCR is committed to improve its environmental performance, climate compatibility and resource efficiency by reducing its use of fossil fuels, purchasing green energy from reliable suppliers, and undertaking other sustainability initiatives. However, the upfront investment needed to support such a transition to clean energy and sustainable infrastructure can be significant and for UNHCR to provide this, it would compete for limited resources with humanitarian priorities.

UNHCR's compounds, premises, and offices generate greenhouse gas emissions amounting to an estimated 97,136 tons of CO₂ annually. One major source of emissions is linked to the fact that UNHCR runs diesel generators in a lot of its operations. Converting these operations to solar energy could have both a positive carbon impact and a positive financial impact, since solar energy is expected to be cheaper than existing diesel/fossil fuel generation in many geographies.

The operations considered for solarization under this tender generally comprise offices hosting UNHCR's administrative, support and management services. Although adjacent to or located near the operational sites managed by UNHCR, offices are distinct from the actual sites hosting refugee communities.

2. REQUIREMENTS

The Office of the United Nations High Commissioner for Refugees (UNHCR), in Beirut, invites proposals from capable and qualified companies/firms, duly registered, to submit a proposal for the provision of a Photovoltaic (PV) Renewable Energy System for UNHCR offices in Lebanon.

IMPORTANT:

The Terms of Reference are detailed in **Annex A** and Site Specifications for each office are contained in **Annex B** to this RFP.

UNHCR intends on awarding contracts for the Engineering, Procurement and Construction (“EPC”) of these Photovoltaic (PV) Renewable Energy Systems and related contracts for the Operations and Maintenance (“O&M”) over an indicative term of five (5) years, hereafter referred to as “Contract(s)”. The successful Bidder will be required to maintain their quoted price model for the duration of the Contract(s). Please note that any quantities in the RFP, including annexes, have been stated to enable bidders to have an indication of the projected requirements. It does not represent a commitment that UNHCR will purchase a minimum quantity of services. Quantities may vary and will depend on the actual requirements and availability of funds.

Other United Nations Agencies, Funds and Programs shall be entitled to the same prices and terms as those contained in the offers of the successful bidders and could form the basis for a Frame Agreement with other UN Agencies

It is strongly recommended that this Request for Proposal (RFP) and its annexes be read thoroughly. Failure to observe the procedures laid out therein may result in disqualification from the evaluation process.

Sub-Contracting: Please take careful note of article 5 of the attached UNHCR General Conditions of Contract for the Provision of Goods and Services, July 2018 version (Annex C).

Note: This document is not to be construed in any way as an offer to contract with your firm.

3. BIDDING INFORMATION:

3.1 ELIGIBLE BIDDERS

- The Bidder must have the legal capacity to enter into the Contract(s).
- The Bidder is not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, and he is not the subject of legal proceedings for any of the foregoing.
- The Bidder has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
- Bidders have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of UNHCR, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract(s).
- UNHCR officials and employees may not be hired to work as a member of a team of Bidders.

3.2 COMPOSITION OF BIDDERS AND ASSOCIATION

3.2.1 Consortia

In this document,

“Consortium” means an unincorporated association of natural or juridical persons bound by contract or law, formed by mutual written agreement for purposes of participation in this tender and, in case of award, to implement the projects included in this RFP.

“Consortium member” means any of the natural or juridical persons comprising a consortium, each having a definite interest in the common undertaking, jointly and severally liable in this tender and whose interest will be converted into an equivalent participation in the projects if the consortium is awarded to implement the projects included in this RFP.

“Lead company” means a company which is member of a consortium which was duly authorized by other consortium members to legally represent and act on behalf of these. The lead company will notify its relationship to a parent company (if any).

Interested companies that intend to form or have formed a consortium for the purpose of this RFP shall, at the time of submission, confirm in their joint submission that they have designated one party to act as lead company; this shall be evidenced by a letter of association among the consortium members.

The letter of association shall acknowledge that if the consortium is awarded the Contract(s), the designated party acting as lead company will be duly vested with authority to legally bind the members and the lead company will enter into the Contract(s) with UNHCR, acting for and on behalf of all consortium members.

The letter of association should also express that consortium members are fully aware that after RFP submission, the lead company identified to represent the consortium will not be altered without the prior written consent of UNHCR. If a consortium’s proposal is selected for award, the Contract(s) will be awarded to the joint venture, in the name of its designated lead company. The lead company will sign the Contract(s) for and on behalf of all other consortium members. Bidders who make their submission to this RFP as a Consortium or in association with other firms are not permitted to change the composition of that Consortium or Association. Any change in the membership of the Consortium or association may lead to disqualification from the bidding process.

3.2.2 Conflict of interest

Bidders have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of UNHCR, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract(s).

As a general rule, bidders (including any of their affiliates/associates), in deference to the requirements shall provide professional and objective advice, and at all times, hold UNHCR’s interests’ paramount, strictly avoiding conflicts with other assignments. In case a situation of conflict of interest is detected, UNHCR at its sole discretion may decide to disqualify the bidder concerned or terminate the relating Contract(s).

3.2.3 Parent Company Guarantee

Bidders that submit proposals as a subsidiary entity may be required to provide a parent company guarantee if selected as Preferred Bidder.

3.3 RFP DOCUMENTS

The following annexes form integral part of this Request for Proposal:

- Annex A: Terms of Reference (ToR)
- Annex B: Site Specific information and Requirements (*Four documents*)
- Annex C: UNHCR General Conditions (*Two documents*)
- Annex D: Requirements (*Two documents*)
- Annex E: Technical Returnable (*Three documents*)
- Annex F: Specifications details and Financial Offer Form
- Annex G: UNHCR Vendor Registration Form - June 2018
- Annex H: UNHCR Supplier Code of Conduct – December 2017.
- Annex I: Vendor confirmation on Sanctions lists.

3.4 ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this Request for Proposals (RFP) by return e-mail to elahmady@unhcr.org copying eljebbaw@unhcr.org as to:

- Your confirmation of receipt of this RFP and your indicative interest.
- Confirmation of your interest to attend a site visit as per Proposed Timeline in section 3.6.
- A signed letter of intention to bid as per **Form 1** at the end of this document and in accordance with the Proposed Timeline in section 3.6. This letter should contain your acknowledgement and acceptance confirmation of the provisions on Privileges and Immunities, as well as Arbitration indicated in section 3.13 and 3.14 respectively.

IMPORTANT:

Failure to send the above requested information may result in disqualification of your offer from further evaluation.

3.5 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification or any question in respect of this RFP at any time prior to the Clarification deadline by e-mail to Youssef El Ahmad, UNHCR BO Beirut Supply Associate at elahmady@unhcr.org copying Ahmad El Jebbawy, UNHCR BO Beirut Supply Officer at eljebbaw@unhcr.org.

THE DEADLINE FOR RECEIPT OF QUESTIONS IS Wednesday 9 August 2023 at 16:00 BEIRUT TIME. Bidders are requested to keep all questions concise.

IMPORTANT:

Please note that Bid Submissions are NOT to be sent to the e-mail address above. Bid Submissions sent directly to the e-mail address above will result in disqualification of the offer.

UNHCR will compile the questions received and reply by email to all Bidders who have expressed an interest to submit a proposal in response to this RFP.

Pre-bidding conference:

UNHCR **will** organize an online Bidder pre-bid conference via Microsoft Teams (the “Bidder Conference”). Details will be provided upon confirmation from UNHCR.

All questions to be raised in the pre-bid conference are to be submitted by the below indicated Deadline for submission of questions to be raised at Bidder Conference.

3.6 TENTATIVE TIMELINE

UNHCR may issue additional information regarding the RFP on an ad hoc basis. Bidders shall be obliged to accept any amendments to the RFP documents. All amendments shall be deemed to be part of the RFP. A Bidder must ensure that its Proposal is prepared considering any amendments issued to the RFP.

Proposed Timeline:

RFP Issue Date	Monday 27 June 2023
Deadline for intention to attend the site visit	7 July 2023
Site Visit	Week of 10 July 2023
Deadline for submission of questions to be raised at Bidder Conference	Friday 21 July 2023
Bidder Conference ¹	Week of 24 July 2023
Proposal Clarification Questions	Ongoing until Wednesday 9 August 2023
Proposal Submission Deadline	Wednesday 23 August 2023

3.6.1 Mandatory Site Visit

With reference to Annex A section 3.4.1.2, all bidders that acknowledge interest to submit a proposal are invited to attend mandatory site visits during the week indicated in the table above. **Please note that attendance to this site visit is mandatory.** Offers from companies not attending this visit may be rejected.

In order to participate in the site visits, bidders shall submit the name of their participants in writing to Youssef El Ahmad, UNHCR BO Beirut Supply Associate at elahmady@unhcr.org copying Ahmad El Jebbawy, UNHCR BO Beirut Supply Officer at eljebbaw@unhcr.org by latest the date indicated in the table above. The bidder will cover the cost, responsibility, and risk of the site visit, and must indicate the following information for the representative attending site visit:

- Full Name
- Identification document
- Contact details

UNHCR will provide the bidder's personnel the security passes and access to UNHCR areas necessary for the site visit.

Further details on the site visit will be shared at a later stage by way of a direct email communication when the names and the number of the participants has been confirmed.

UNHCR will share with all the bidders, including those unable to participate to the site visit, any minutes of the visit and any other documents related to the visit which is deemed relevant for the preparation of the bidders' proposal.

3.6.2 Bidders Conference

A virtual bidder's conference may be held after the site visit if deemed necessary to address any additional questions not addressed during the site visit. Meeting access details will be provided to all shortlisted bidders prior to the scheduled date once confirmed by UNHCR if taking place. All questions to be discussed are to be submitted by the deadline indicated.

¹ if UNHCR deems necessary to hold a Bidder Conference; please note this is up to the discretion of UNHCR

YOUR OFFER

IMPORTANT:

Cancellation of Solicitation: UNHCR reserves the right to cancel a Solicitation at any stage of the procurement process prior to final notice of award of a contract.

Your offer shall be prepared in English.

Please submit your offer using the Annexes provided and in PDF form where required. Offers not conforming to the requested formats may not be taken into consideration.

IMPORTANT:

Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other UNHCR staff will result in disqualification of the offer. Please send your bid directly to the address provided in the “Submission of Bid” section 3.9 of this RFP.

Your proposal shall comprise the following two sets of documents:

- Technical component;
- Financial component.

3.6.3 Mandatory Documents

Your offer should include the following mandatory documents:

- 1) Return of all bid forms and required documents
- 2) Company/partnership profile including (if any):
 - i. Brief history of the company/partnership members;
 - ii. Structure of ownership/shareholding and details of parent company if the applicant is part of a group of companies;
 - iii. Project company/ partnership structure and responsibility diagram; and
 - iv. Letter of Association (if bidding as a partnership)
- 3) Company registration documents with the Government of the country of origin;
- 4) Proof that the parent company has been in business for a period of at least three (3) years prior to the closing date of this request for proposal;
- 5) Proof of Order of Engineers and Architects (OEA) registration in Lebanon of the company/ engineer who will prepare the final design drawings if awarded
- 6) Duly filled Minimum Technical Requirements sheet in **Annex E, I. Technical Returnable Summary**
- 7) Vendor Registration Form: If your company is not already registered with UNHCR, you should complete, sign and submit with your technical proposal the Vendor Registration Form attached with this RFP (Annex G).

Please note that in order to be eligible to participate in the RFP; all the above documents should be included in your offer. Offers without any one of the above may be disqualified.

IMPORTANT:

Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any UNHCR staff other than the assigned person and address will result in disqualification of the offer. Please send your bid directly to the address provided in the “Submission of Bid” section 3.9) of this RFP.



UNHCR

United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les réfugiés

3.6.4 Content of the TECHNICAL COMPONENT (60%)

IMPORTANT:

No pricing information should be included in the technical component. Failure to comply may risk disqualification. The technical offer should contain all information required.

The Terms of Reference (ToR) of the services requested and the form of documentation required by UNHCR can be found in **Annex A**. The technical component of your proposal should be concisely presented and structured in the format detailed in **Annex A** and ensure that the content will enable the performance of the system in line with the Technical Specifications indicated in **Annex B**. Additionally, your technical proposal should comply to the below:

- a) **UNHCR General Conditions for Provision of Goods and Services:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Services by signing and submitting as part of your technical offer (**Annex C, I**).
- b) **UNHCR General Conditions for Civil Works:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Services by signing and submitting as part of your technical offer (**Annex C, II**).
- c) **UNHCR Supplier Code of Conduct:** Your technical offer should contain your confirmation of this annex by signing and submitting as part of your technical offer (**Annex H**).
- d) **Vendor confirmation on Sanctions lists:** Your technical offer should contain your acknowledgement of this Annex by signing and submitting as part of your technical offer (**Annex I**).

3.6.5 Content of the FINANCIAL COMPONENT (40%)

Your separate **Financial Component** must contain an overall offer in a single currency, in US Dollars.

The financial component must cover all the services to be provided (price “all inclusive”).

The Financial Offer is to be submitted as per the Financial Offer Form (**Annex F**). Bids that have a different price structure may not be accepted.

UNHCR is exempt from all direct taxes and customs duties, thus, price has to be given without VAT. VAT, if applicable, will be paid to the company by UNHCR which it claims for refund with the Government later.

You are requested to hold your offer valid for **90 days** from the deadline for submission. UNHCR will make its best effort to select a company within this period. UNHCR’s standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order.

The cost of preparing a bid and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment. Any activity undertaken or expenses incurred in preparation of a contract before an actual contract is signed shall be borne by the Bidder. An advance notice or information of award is not to be considered as a contract. UNHCR will not provide any advance payments or payments by letter of credit.

3.7 BID EVALUATION

3.7.1 Supplier Registration

The qualified supplier(s) will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form and supporting documents. The investigation involves consideration of several factors such as:

- Financial standing;
- Core business;
- Track record;
- Contract capacity.

3.7.2 Technical evaluation

For the award of this project, UNHCR has established evaluation criteria which govern the selection of proposals received. Evaluation is made on a technical and financial basis provided the mandatory returnable documents of all bid forms and evidence of consortium formation (if relevant) are provided. These evaluations will be **aggregated** across all projects to result in a final score. The percentage assigned to each component of the proposal is determined in advance as follows:

The **Technical component** will be comprised of 2 Parts:

a. Mandatory Documentation:

1. Return of all bid forms and required documents
2. Company/partnership profile
3. Company registration documents with the Government of the country of origin
4. Proof that the parent company has been in business for a period of at least three (3) years prior the closing date of this request for proposal
5. Proof of Order of Engineers and Architects (OEA) registration in Lebanon of the company/ engineer who will prepare the final design drawings if awarded
6. Duly filled evaluation form in Annex E, I. Technical Returnable Summary demonstrating the company meets the minimum technical requirements
7. UNHCR vendor registration form

And;

b. Technical evaluation criteria with a maximum score of 60:

The technical evaluation will be evaluated using the following criteria and percentage distribution: CRITERIA DESCRIPTION	Possible max.
Detailed work plan including proposed time schedule	10
Conformity of proposed components of the proposed system to the technical specifications	35
Operations and Maintenance plan	15
Total:	60

Technical score = Total of average of each category scoring across the 2 projects (max 60%)

The cut-off point for submissions to be considered technically-compliant and proceed to Financial Offer evaluation will be **40 out of the 60**.

3.7.3 Financial Evaluation

The **Financial component** will use the following percentage distribution: **40%** from the total score.

The maximum number of points will be allotted to the lowest price offer and compared among those invited firms. All other price offers will receive points in inverse proportion to the lowest price; e.g.,
[100 points] x [US\$ lowest] / [US\$ other] = points for other supplier's Price Component.

IMPORTANT:

The Financial offer will only be opened for evaluation if the supplier's technical part of the offer has been accepted by UNHCR as meeting the technical specifications.

3.7.4 Due Diligence

UNHCR may conduct a due diligence/supplier verification exercise if the vendors are not known to UNHCR or have not already worked satisfactorily for UNHCR in the past, if the vendors are found to be technically compliant following completion of the evaluation of their technical proposals. Should the findings of the due diligence/supplier verification contradict the desk evaluation of technical proposals, the finding of the due diligence/supplier verification report will prevail. UNHCR will not conduct such exercise for those unknown vendors who are not found to be technically compliant. It may also not carry out such exercise for those vendors who UNHCR knows well.

3.8 CONTRACT AWARD CRITERIA

The supplier securing the highest combined score from technical and financial proposal will be awarded the Contract(s).

3.9 SUBMISSION OF BID

If you are interested in proceeding to submit a proposal in response to this RFP, you are kindly invited to submit your offers as indicated below:

Bids should be submitted by file upload to eTenderBox, the online bid registration tool of UNHCR.

The eTenderBox can be accessed via the following URL: <http://etenderbox.unhcr.org>

In order to use the eTenderBox, registration on the website is required. This registration is exclusively for eTenderBox and does not replace any other registrations for UNHCR applications. One Supplier should have only one registered email account in the system. Therefore, the Supplier must use only one eTenderBox account for managing its offers to UNHCR. In case the password is forgotten, that account cannot be used anymore and new registration is required. Registration Guide and User Manual of eTenderBox are available at the above URL.

IMPORTANT:

The technical offer and financial offer shall be clearly separated by uploading them to the appropriate category in the system. Failure to do so may result in disqualification.

Allowed extensions for files to upload are .doc, .docx, .xls, .xlsx, .rtf, .png, .jpg, .jpeg, .pdf, .txt, .zip, .ppt, .pptx, .bmp, .rar, .gif, .tif and .tiff. Executable files (.exe, .bat, .cmd, etc.) should not be uploaded. The maximum size limit per file is **10MB**.

Uploaded files can be amended by the Supplier while the tender is open. The selected files for upload are submitted when the 'Save & Submit' button is clicked on. Therefore, this button has to be clicked before the deadline expires. If done so, the selected files will be submitted and uploaded successfully even if the deadline expires during the file upload. It is the Supplier's responsibility to ensure that all files of the final offer are submitted by the tender expiration deadline.

Once the deadline for submission is expired, the bid will be automatically closed after which the uploaded files can be reviewed but options for additional upload and deletion of previously uploaded files are not available anymore. In order to ensure the safe submission of the full and final offer, it is recommended to have all files uploaded well before the tender deadline.

Deadline to submit offers: Wednesday 23 August 2023 – 23:59 Hrs Lebanon Local Time or earlier.

IMPORTANT:

The tender deadline displayed on eTenderBox is always in the user's local time zone. Therefore, no further time difference calculation is needed in order to define the deadline of the tender. Please always consider the above before submitting your offer and make sure that all documents are uploaded and submitted to eTenderBox well before the tender deadline.

IMPORTANT:

Any bid received after this date or sent to another UNHCR address may be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders simultaneously.

IMPORTANT:

Any bid submission via email or hard copy may result in disqualification of your offer unless instructed in writing by UNHCR. Please note that external links for file transfer will not be accepted.

UNHCR will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that sufficient information is available, the bidder shall furnish, as part of the bid, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.

3.10 BID ACCEPTANCE:

All projects will be awarded to a single preferred bidder through individual Contract(s) for each site. UNHCR reserves the right to cancel the RFP, accept the whole or part of your bid, or allow split or partial awards without having to assign any reason whatsoever and is not obliged to select the lowest offer.

UNHCR may at its discretion increase or decrease the proposed content when awarding the Contract(s) and would not expect a significant variation of the rate submitted. Any such increase or decrease in the Contract(s) duration would be negotiated with the successful Bidder as part of the finalization of the Purchase Orders for Services.

UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that UNHCR is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the Contract(s) will be awarded to the bid considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency and best value for money.

3.11 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued as a result of this RFP will be made in USD. Payment will be made in accordance to the General Conditions of Contracts for Services. Payments shall only be initiated after confirmation of successful completion of the ordered services by UNHCR business owner.

3.12 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

Please note that the General Conditions of Contract for Provision of Services (**Annex D**) will be strictly adhered to for the purpose of any future Contract(s). The Bidder must confirm the acceptance of these terms and conditions by attaching a signed and stamped copies of the attached conditions of services

3.13 PRIVILEGES AND IMMUNITIES

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

3.14 ARBITRATION

Any dispute, controversy, or claim between the Parties arising out of the Contract(s) or the breach, termination, or invalidity thereof, will be subject to binding arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. 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.

3.15 ZERO TOLERANCE POLICY

Please note that UNHCR strictly follows zero tolerance policy and as such advises its suppliers not to offer any gift, favour, hospitality, etc. to its staff.

3.16 THE UN GLOBAL COMPACT

The UN Global Compact is a call to companies to align strategies and operations with universal principles on human rights, labour, environment and anti-corruption, and take actions that advance societal goals.

UNHCR encourages bidders to sign up to this initiative at: <https://www.unglobalcompact.org/>

Gerard Moya
Senior Supply Officer
UNHCR Office – Beirut, Lebanon

Form 1: Letter of Intention to Bid

[BIDDER'S LETTERHEAD]

[Location, Date]

To:
UNHCR
[address]

Dear Sirs and Madams:

Letter of Intention to bid
RFP Reference Number: 2023/RFP/...
PHOTOVOLTAIC RENEWABLE ENERGY SYSTEMS FOR UNHCR OFFICES IN LEBANON

We, the undersigned, confirm our intention to submit a proposal in accordance with your Request for Proposal with above reference number dated Monday 27 June 2023.

We intend on submitting a Proposal in association with: **[Insert a list with full name and address of each consortium member firm, and a list of any sub-contractors.]**

We acknowledge and accept that the Contracts will include inter alia provisions related to the following matters:

Privileges and Immunities

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

Arbitration

Any dispute, controversy, or claim between the Parties arising out of the Contract(s) or the breach, termination, or invalidity thereof, will be subject to binding arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. 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.

Yours sincerely,

Signed
Full name of signatory
In the capacity of:
Duly authorised to sign the proposal on behalf of the Applicant.
Date: