

REQUEST FOR QUOTATION (RFQ) – Services

Provision of Firefighting and First Aid Training for IRENA Fire wardens	DATE: 31 May 2022
	IRENA REFERENCE: RFQ/2022/010

Dear Sir / Madam:

We kindly request you to submit your quotation for the provision of firefighting and first Aid Training for IRENA fire wardens, details of which are in Annex 1 of this RFQ.

Please be guided by the form attached hereto as Annex 2, in preparing your quotation.

Quotations may be submitted on or before 15 June 2022 at 14:00 Abu Dha time via email address bids@irena.org.

The subject of the email must read **RFQ/2022/010- Provision of Firefighting and First Aid Training for IRENA Fire wardens**.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by IRENA after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format.

Please take note of the following additional requirements and conditions pertaining to the provision of the abovementioned services:

Delivery location	<input type="checkbox"/> Abu Dhabi
Method of RFQ Submission:	<p><u>RFQ for Services:</u></p> <p>One submission via email to bids@irena.org with separate Technical and Financial offer files, clearly labeled with bidders' name/address and the RFQ reference number RFQ/2022/010 Please indicate in the subject line: RFQ/2022/010 – provision of firefighting and first aid training for IRENA fire wardens.</p>
Delivery Date	<i>1 week from the issuance of the Purchase Order</i>
Preferred Currency of Quotation ¹	<input type="checkbox"/> AED
Tax on Price Quotation	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes
Payment Terms	<input type="checkbox"/> 100% within 30 days upon IRENA's acceptance of the goods delivered as specified and receipt of invoice
Conditions for Release of Payment	<input type="checkbox"/> Delivery of Services as per Purchase Order.
Deadline for the Submission of Quotation	COB, <i>15 June 2022 at 14:00 Abu Dhabi Time.</i>

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies
RFQ-2022-010- Training for IRENA Fire Wardens

All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input type="checkbox"/> English
Additional documents to submit	<input type="checkbox"/> Certificate of Registration, <input type="checkbox"/> Company Profile Others, <input type="checkbox"/> CV's of personal to be engaged
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days
Partial Bids / Partial Awards / Split Awards	<input type="checkbox"/> Not permitted.
Evaluation Criteria <i>[check as many as applicable]</i>	<input type="checkbox"/> For Services: Bids are scored on a combined score - Technical Offer is 70% (according to the technical evaluation criteria in the TOR) and the Financial is 30%. The cut off technical score is 70%.
Annexes to this RFQ	<input type="checkbox"/> Specifications of the Goods Required (Annex 1) or Terms of References (TOR) <input type="checkbox"/> Form for Submission of Quotation (Annex 2) <input type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this bidding process.
Contact Person at IRENA for Inquiries	Mbarka Ajday Associate Procurement Officer Please send queries via email to procurement@irena.org cc majday@irena.org

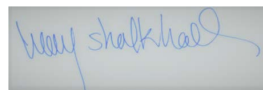
- a. Services proposed shall be reviewed based on completeness and compliance of the quotation with the minimum specifications or as described in the Terms of Reference / Scope of Work (TOR/SOW) above and or any other annexes providing details of IRENA's requirements.

- b. The quotation that complies with all of the specifications (TOR evaluation criteria) and requirements and offers the lowest price shall be selected. Any offer that does not meet the requirements shall be rejected.
- c. Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by IRENA. The unit price shall prevail and the total price shall be corrected. If the vendor does not accept the final price based on IRENA's re-computation and correction of errors, its quotation will be rejected.
- d. Any Purchase Order that will be issued shall be subject to the General Terms and Conditions herein attached hereto.
- e. IRENA is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with your preparation and submission of a quotation, regardless of the conduct or outcome of the selection process.
- f. IRENA reserves the right to accept or reject any Proposal, to render any or all Proposals as non-responsive, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer, or any obligation to inform the affected Proposer(s) of the grounds for IRENA's action. IRENA shall neither be obliged to award the contract to the lowest price offer.
- g. Prior to the expiration of proposal validity, the contract may be awarded to the Proposer whose proposal is determined to be in the best interests of the Agency, based upon the evaluation method indicated in the Data Sheet and with due consideration given to the general principles governing IRENA procurement activities.
- h. At the time of award of Contract or Purchase Order (PO), IRENA reserves the right to vary the quantity of services and/or goods, by up to a maximum.
- i. IRENA implements a zero tolerance on fraud and corrupt practices, and is committed to preventing, identifying and addressing all such acts and practices against IRENA, as well as third parties involved in IRENA activities.

Sincerely yours,

Luay Shalkhoub
Chief Procurement Officer IRENA

31 May 2022



Terms of Reference

Firefighting and First Aid Training for Fire wardens

(a) Introduction

The International Renewable Energy Agency (IRENA) is an inter-governmental organisation headquartered in Abu Dhabi, mandated to promote the widespread and increased adoption and sustainable use of all forms of renewable energy in the pursuit of sustainable development, energy access, energy security, and low-carbon economic growth and prosperity. IRENA's mission is to play a leading role in the ongoing transformation of the global energy systems as a centre of excellence for knowledge and innovation, a global voice of renewable energy, a network hub for all stakeholders, and a source of advice and support for countries.

(b) Background

IRENA's Health and Safety is a mandate under General Services Section. The plan is to give training to 20 staff who volunteered to take on the Fire warden responsibility. Training for 20 staff in fire fighting and first aid.

Company should be certified by Abu Dhabi Civil Defence.

Company must be based in Abu Dhabi only.

Objectives)

To contract companies who provide fire fighting, fire warden and first aid training for 20 persons, certified by the Abu Dhabi Civil Defence Authority

(c) Scope of Work

To contract companies who provide fire fighting, fire warden and first aid training for 20 persons, certified by the Abu Dhabi Civil Defence Authority

Company must be based in Abu Dhabi only.

(d) Deliverables

Certification of Training of 20 persons in the following areas:

- Firefighting for fire wardens
- First Aid

(e) Staffing

N/A

(f) Inputs

N/A

(g) Estimated Completion Dates of Deliverables

The estimated completion dates in the table below are provisional and are subject to confirmation in the Contract. There is a difference between the estimated duration of the Contract implementation and the actual working days (man-days). i.e. the duration of the work to be completed may be 6 months , but the actual working days from the implementing company would be 60 man-days of all their expertise.

No.	Deliverables	Estimated completion in weeks from the Effective Date of the Contract
1	Provide training to 20 staff	Maximum of 1 week

(h) IRENA/OECD style requirements

Reports, working papers or other documents prepared for IRENA must conform to IRENA/OECD style requirements. All IRENA publications must strive for clarity and accuracy, consistent with building an evidence-based narrative in line with the mandate to promote renewable energy worldwide. Crucial style details include English-UK spelling, Harvard-style source citations, and full explanation of abbreviations or acronyms.

IRENA provides a template Microsoft Word document (attached) for the drafting of reports and papers in a suitable format for IRENA-branded publications. Texts that do not meet IRENA’s stipulated style requirements will be returned to the commissioned writer or partner entity with a request for revision.

IRENA reserves the right to withhold payment to a commissioned writer or partner entity until any such revision is satisfactorily undertaken.

(i) Anti-plagiarism policy

Plagiarism will not be tolerated whatsoever in IRENA publications. Any report, working paper or other document prepared for IRENA must constitute original work, in which all sources for information or data receive complete and accurate attribution. Passages taken from prior publications or other works must either be presented as direct quotations (marked “...”) or paraphrased, with the source clearly stated in a Harvard-style citation in either case.

IRENA uses plagiarism-detection software to review all draft publications. Passages found to resemble existing publications too closely may require rewriting and more explicit source citation. Passages copied from prior publications (by IRENA or other publishers) cannot be accepted as original work and may be returned to the commissioned writer or partner entity for further revision. IRENA reserves the right to withhold payment to a commissioned writer or partner entity until any such revision is satisfactorily undertaken. Plagiarism, including either copy-and-paste text production or failure to cite sources, may result in rejection of the draft with no financial obligation on the part of IRENA. Figures used need to have the permission to be used in our publications.

(j) Evaluation Criteria- suggested in order to establish a zero document

1. Qualitative Evaluation Criteria

The qualitative evaluation will be based on:

Criteria	Weight (%)	Scoring Guide (internal use only)
<p>Expertise of the vendor:</p> <p>Extensive experience in firefighting and First Aid training. Company must have the proper facility to conduct the firefighting training.</p> <p>Inhouse first aid training must be an option</p>	40	<p>(i) 5-10 Years of experience of organisation in overall related areas and proof of certifications (20 points)</p> <p>(ii) Portfolio of past work with reputable companies in Abu Dhabi (20 points)</p>
<p>Company must be based in Abu Dhabi</p>	30	
<p>Company must provide certification of training to all participating staff by the Abu Dhabi Civil Defence Authority</p>	30	

SUPPLIER'S QUOTATION²

We, the undersigned, offer to provide the services listed below in conformity with the RFQ Terms of Reference, terms and conditions:

Item No.	Description/Specification of Goods	Total Price
1	Firefighting and first aid training for IRENA fire wardens 20 staff	
Total Prices of		
Add : Other Charges (pls. specify)		
Total Final and All-Inclusive Price Quotation		

Other Information pertaining to our Quotation are as follows:

Training Delivery Time	

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]

² This serves as a guide to the Bidder in preparing the quotation and price schedule.

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. DEFINITIONS

In these General Terms and Conditions for Professional Services (hereinafter referred to as “General Terms and Conditions”) the following definitions shall apply:

“Agency” means the International Renewable Energy Agency.

“Contract” means the written agreement relating to the provision of Services entered into by the Agency and the Contractor and includes these General Terms and Conditions.

“Contractor” means the legal entity named in the Contract and with whom the Contract has been entered, or its successors.

“Parties” means the Contractor and the Agency collectively, and “Party” means either one of them.

“Services” means any service provided, or to be provided, to the Agency by the Contractor (or any of the Contractor’s sub-contractors) pursuant to or in connection with the Contract.

2. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Agency. Neither the Contractor, and any subcontractor, nor any of their personnel shall be considered to be employees or agents of the Agency.

3. PAYMENT TERMS

(a) The Agency shall, unless otherwise specified in the Contract, make payment within 30 days of receipt of the Contractor’s invoice which is issued only upon the Agency’s acceptance of the work specified in the Contract.

(b) The prices shown in the Contract cannot be increased except by express written agreement by the Agency. The Agency will not pay any charge for late payment unless expressly agreed to in writing.

4. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES AND ASSIGNMENT OF PERSONNEL

(a) The Contractor shall supervise and be responsible for the professional and technical competence of its employees and shall select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

(b) The Contractor shall not replace or withdraw any personnel referred to in the Contract for the performance of the Services without the prior written approval of the Agency or unless requested by the Agency. The Agency shall not unreasonably refuse or delay approval of any such withdrawal or replacement.

(c) Prior to assignment, replacement or withdrawal of personnel for the performance of the Services, the Contractor shall submit to the Agency for its consideration, the curriculum vitae or detailed justification to permit evaluation by the Agency of the impact which such assignment, replacement or withdrawal would have on the Services.

(d) In the event of replacement or withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor’s personnel shall be for the account of the Contractor. Such replacement or withdrawal shall not be considered as termination in part or in whole of the Contract.

5. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to the Agency in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Agency and shall fulfil its commitments with the fullest regard to the interests of the Agency.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the Contract or the award thereof to any official or employee of the Agency. The Contractor acknowledges and agrees that any breach of this Article is a breach of an essential term of the Contract.

7. ASSIGNMENT AND INSOLVENCY

(a) The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of the Agency.

(b) Should the Contractor become insolvent, adjudged bankrupt, or should control of the Contractor change by virtue of insolvency, the Agency may, without prejudice to any other rights or remedies, immediately terminate the Contract by giving the Contractor written notice of termination.

8. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval of the Agency for all such subcontractor(s). The Agency’s approval of a subcontractor shall not relieve the Contractor of any of its obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

9. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Agency, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers’ compensation, product liability and to liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

10. INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) The Contractor shall provide and thereafter maintain all appropriate workers compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, bodily injury or death arising from or in connection with the implementation of the Contract.

(b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from or in connection with the implementation of the Contract or from the operation of any vehicles, boats, airplanes and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors performing work or services in connection with the Contract.

(d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:

- (i) Name the Agency as additional beneficiary (additional insured);
- (ii) Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against the Agency;
- (iii) Provide that the Agency shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

(e) The Contractor shall, upon request, provide the Agency with satisfactory evidence of the insurance required under this Article.

(f) The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the Agency against any monies due or to become due for any Services provided under the Contract, or by reason of any other claim or demand against the Contractor.

12. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by the Agency shall rest with the Agency and any such equipment shall be returned to the Agency at the conclusion of the Contract or when no longer needed. Such equipment, when returned shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate the Agency for any damage or degradation of the equipment that is beyond normal wear and tear.

13. OBSERVANCE OF THE LAW

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

14. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

(a) Except as otherwise expressly provided in the Contract, the Agency shall be entitled to all intellectual property and other property rights, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced, prepared or collected in consequence or in the course of the execution of the Contract. At the request of the Agency, the Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such proprietary rights and transferring them to the Agency in compliance with the requirements of the applicable law.

(b) To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the Agency does not and shall not claim any ownership interest thereto, and the Contractor grants to the Agency a non-exclusive, perpetual and irrevocable license to use such intellectual property or other proprietary right.

15. CONFIDENTIALITY

(a) All technical, financial or other documentation and data the Contractor compiled for or received from the Agency under the Contract shall be treated as confidential and shall be delivered only to the Agency's authorised officials on completion of the work or services or as requested by the Agency.

(b) The Contractor may not communicate at any time to any other person, Government or authority external to the Agency, any information known to it by reason of its association with the Agency which has not been made public except with the authorisation of the Agency, nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of the Contract.

16. USE OF NAME, EMBLEM, OR OFFICIAL SEAL OF THE AGENCY

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage that it is a Contractor of the Agency, nor shall the Contractor, in any manner whatsoever, use the name, emblem or official seal of the Agency or any abbreviation of the name of the Agency in connection with its business or otherwise, without the prior written approval by the Agency. These obligations do not lapse upon termination of the Contract.

17. FORCE MAJEURE

(a) *Force majeure* as used herein shall mean any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

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

(c) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Agency shall have the right to terminate the Contract on the same terms and conditions as are provided for in Article 19 ("Termination") of these General Terms and Conditions, except that the period of notice may be seven (7) days instead of thirty (30) days.

18. AMENDMENT

Except as otherwise expressly provided in the Contract, the provisions of the Contract and the annexes thereto may be amended or supplemented only by means of a written agreement signed by all of the Parties or their authorised representatives.

19. TERMINATION

(a) The Agency may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Contractor. The initiation of arbitral proceedings in accordance with Article 20 ("Settlement of Disputes") of these General Terms and Conditions, shall not be deemed a termination of the Contract.

(b) The Agency may terminate forthwith the Contract at any time should the funding for the Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by the Agency for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

(c) In the event of termination by the Agency, no payment shall be due from the Agency to the Contractor except for work and services satisfactorily performed and accepted by the Agency in accordance with the express terms of the Contract.

(d) Should the Contractor be adjudicated bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the Agency may, without prejudice to any other right or remedy it may have under the Contract terminate the Contract forthwith. The Contractor shall immediately inform the Agency of the occurrence of any of the above events.

20. SETTLEMENT OF DISPUTES

(a) **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties.

(b) **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 20(a) above (“Amicable Settlement”), within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages, nor to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

21. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Agency.

22. ANTI-FRAUD AND ANTI-CORRUPTION

1. The Contractor acknowledges and agrees that IRENA has zero tolerance for Fraudulent, Corrupt and/or Collusive Practices (as such terms are defined below).

2. In particular, and without limitation, the Contractor represents and warrants to IRENA that it has not, and it shall not, at any time: (a) perform any act or omit to perform any act, including any misrepresentation, in order to knowingly mislead, or attempt to mislead, IRENA and/or any other party to obtain a financial or other benefit or to avoid any obligation (“Fraudulent Practice”); (b) offer, give, receive or solicit, directly or indirectly, or attempt to offer, give, receive or solicit, directly or indirectly, anything of value to improperly influence the actions of IRENA and/or any other party (“Corrupt Practice”); nor (c) enter into any arrangements with any other party or parties that are designed to achieve an improper purpose, including but not limited to improperly influencing the actions of IRENA and/or any other party or engaging in price fixing (“Collusive Practice”, and together with Fraudulent Practices and Corrupt Practices, “Prohibited Practices”).

3. The Contractor shall communicate the IRENA Anti-Fraud and Anti-Corruption practices to its officers, employees, contractors, subcontractors and agents and shall take all reasonable measures to ensure that such persons do not engage in Prohibited Practices.

4. The Contractor shall immediately disclose to IRENA any actual, apparent, potential or attempted Prohibited Practice that the Contractor becomes aware of. To that end, the Contractor shall fully cooperate, and shall take all reasonable steps to ensure that its

officers, employees, contractors, subcontractors and agents fully cooperate, with any investigation of Prohibited Practices by IRENA, including by complying with all reasonable requests from IRENA to gain access to and inspect any records, documents and other relevant information.

5. (a) The Contractor expressly acknowledges and agrees that any breach of this clause by the Contractor or by any of its officers, employees, contractors, subcontractors or agents, constitutes a material breach of this Agreement, which entitles IRENA to immediately terminate this Agreement without incurring any liability to the Contractor.

23. LIQUIDATED DAMAGES FOR DELAY

If the Contractor fails to perform any of the services within the time period specified in the Contract, IRENA may, without prejudice to any other rights and remedies, withhold and deduct from the total price stipulated in this Contract an amount of 0.10% of the price of such unperformed services for each calendar day of delay until actual completion up to maximum deduction of 10% of the contract price. Once the maximum limit is reached, IRENA reserves the right to cancel the contract in the event of default or significant delay by the Contractor for delay in unperformed services beyond the stipulated date.

24. CHILD LABOUR

The Contractor represents and warrants that it is not engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle IRENA to terminate this Contract immediately upon notice to the Contractor, at no cost to IRENA.

25. MINES

The Contractor represents and warrants that it is not actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term “Mines” means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980. Any breach of this representation and warranty shall entitle IRENA to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of IRENA.