

REQUEST FOR PROPOSALS (RFP)
RFP/2020/0011

**Development of Guidelines and Delivery of Training on
Geothermal Heat Utilisation in the Agri-Food Value Chains**

**International Renewable Energy Agency
Abu Dhabi, UAE**

October 2020

RFP/2020/0011

PR/2020-00394

Section 1: Letter of Invitation

Abu Dhabi,
19 October 2020

Dear Madam or Sir,

The International Renewable Energy Agency (IRENA) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the following consultancy for: **Development of guidelines and delivery of training on geothermal heat utilisation in the agri-food value chains**

1. This RFP includes the following documents:

Section 1 – This Letter of Invitation

Section 2 – Instructions to Proposers (including Data Sheet (DS))

Section 3 – Terms of Reference (TOR) including technical evaluation criteria

Section 4 – Proposal Submission Form

Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer

Section 6 – Technical Proposal Form

Section 7 – Financial Proposal Form

Section 8 – General Terms and Conditions for Services

Also Attached – is the template for IRENA Services Contract

2. Your offer comprising of a Technical and Financial Proposal, in separate sealed electronic files, should be submitted in accordance with the DS.
3. You are kindly requested to submit an acknowledgment letter to IRENA via the following email procurement@irena.org or the following addressee and location:

International Renewable Energy Agency
Masdar City
Procurement Office, 2nd floor
P.O. Box 236 Abu Dhabi, United Arab Emirates, Procurement Office
RFP/2020/0011

**Deadline for submission: Monday, 9 November 2020,
Time: 14.00 Hours, GST (Gulf Standard Time)
Abu Dhabi, United Arab Emirates (UAE)**

4. The letter should be received by IRENA no later than Friday, 23 October 2020, 15.00 H GST (Gulf Standard Time). The same letter should advise whether your company intends to submit a Proposal and if not, we would appreciate your kind indication of the reason, for our records purposes.
5. Should you need further clarification, kindly communicate with the contact person indicated in the attached Bid DS duly assigned to handle all queries for this RFP

We look forward to your Proposal and thank you in advance for your interest in IRENA procurement opportunities.

Yours sincerely,



Bruce Neese
Director,

Administration & Management Services

Section 2: Instruction to Proposers

Definitions of Terms

- a) “Contract” refers to the agreement that will be signed by and between the IRENA and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “Country” refers to the country indicated in the Data Sheet (DS).
- c) “DS” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “Day” refers to calendar day.
- e) “Government” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “Instructions to Proposers” (Section 2 of the RFP) refers to the complete set of documents which provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “LOI” (Section 2 of the RFP) refers to the Letter of Invitation being sent by IRENA to the Proposers.
- h) “Proposal” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- i) “Proposer” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by IRENA.
- j) “RFP” refers to the Request for Proposals consisting of instructions and references prepared by IRENA for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- k) “Services” refers to the entire scope of tasks and deliverables requested by IRENA under the RFP.
- l) “Supplemental Information to the RFP” refers to a written communication issued by IRENA to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, before the deadline for the submission of Proposals.
- m) “Terms of Reference” (TOR) refers to the document included in RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. IRENA solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP will be accepted unless approved in writing by . However, whilst fully complying with the RFP requirements, Proposers are encouraged to provide any suggestions and solutions that may achieve a more cost-effective and value-for-money approach to fulfilling the requirements of this RFP.

2. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and unless specified otherwise, the Proposer has read, understood and agreed to all the instructions provided in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and not as an acceptance of an offer of any Proposal by IRENA. This RFP does not commit IRENA to award a contract.
4. IRENA implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. IRENA is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against IRENA as well as third parties involved in IRENA's activities.
5. A Proposer shall not be in any position of conflict of interest arising from their current or future work with respect to IRENA. All Proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 are or have been associated in the past, with a firm or any of its affiliates which have been engaged with IRENA to provide services for the preparation of the design, specifications, Terms of Reference and other documents to be used for the procurement of the goods and services to be purchased in this selection process;
 - 5.2 were involved in the preparation and/or design of the programme/project related to the services requested under this RFP;
 - 5.3 have owners, officers, directors, controlling shareholders, or key personnel who are related to IRENA staff involved in procurement functions;
 - 5.4 submit more than one Proposal in this RFP, either as an individual entity, or through its membership with a joint venture/consortium/association that is also submitting a Proposal for the same contract.
 - 5.5 are found to be in conflict for any other reason, as may be established by, or at the discretion of, IRENA.

B. CONTENTS OF PROPOSAL

6. Sections of Proposal

Proposers are required to complete, sign and submit in the number of copies the following documents:

- 6.1 Proposal Submission Covering Letter Form (see RFP Section 4);
- 6.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5 and DS);
- 6.3 Technical Proposal (see prescribed form in RFP Section 6);
- 6.4 Financial Proposal (see prescribed form in RFP Section 7);
- 6.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet**, see prescribed Form in RFP Section 8);

7. Clarification of Proposal

Proposers may request a clarification of any of the RFP documents no later than the number of days indicated in the **DS** before the proposal submission date. Any request for clarification must be sent in writing, or by electronic means to the IRENA address indicated in the **DS**. IRENA will respond in writing, or by electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

IRENA shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IRENA to extend the submission date of the Proposals, unless IRENA deems that such an extension is justified and necessary.

8. Amendment of Proposals

At any time prior to the deadline for submission of Proposals, IRENA may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All Proposers who have provided confirmation of their intention to submit a Proposal will be notified in writing of all amendments to the RFP.

In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, IRENA may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such extension.

C. PREPARATION OF PROPOSALS

9. Cost of Proposal

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. IRENA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

10. Language of Proposal

The Proposal, as well as all related correspondence exchanged by the Proposer and IRENA, shall be written in the language (s) specified in the **DS**. Any printed literature furnished by the Proposer written in a language other than the language indicated in the **DS**, must be accompanied by a translation in the preferred language indicated in the **DS**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern.

11. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form furnished in Section 4 of the RFP.

12. Technical Proposal Format and Content

Unless otherwise stated in the **DS**, the Proposer shall structure the Technical Proposal as follows:

- 12.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and ongoing, both domestic

and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP Clause 15 for further details).

- 12.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **DS**.
- 12.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to IRENA that the personnel being nominated is available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, IRENA reserves the right to render the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with the approval of IRENA.

- 12.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing any form of financial information that could lead to the determination of the price offer may be declared non-compliant.

13. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

14. Currencies of Proposals

All prices from Proposers originating from outside the Country specified in the **DS** shall be quoted in the currency indicated in the **DS**. However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals --

- 14.1 IRENA will convert the currency quoted in the Proposal to US Dollar, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- 14.2 In the event that said proposal is found to be the most responsive to the RFP requirement, then IRENA shall reserve the right to award the contract in the currency of IRENA’s preference.

15. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. The documentary evidence of the Proposer's qualifications to perform the Contract, if the contract is awarded to the Proposer, shall be established to the IRENA's satisfaction. This evidence shall include, and must demonstrate, the following:

- 15.1 that, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination; and
- 15.2 that the Proposer has the financial, technical, and production capability necessary to perform the Contract.

16. Joint Venture, Consortium or Association

If the Proposer is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to IRENA for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to legally bind the joint venture, consortium, or association.

The leader or lead entity, composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of IRENA .

The description of the organization of the joint venture/consortium/association must be clearly defined in the course of establishing the eligibility of the Proposer, by defining the expected role of each of its component/member firm in the course of performing the services defined in the TOR.

Where a joint venture/consortium/association is presenting its track record and experience in a similar undertaking as those required in the TOR, it should present such information in the following manner:

- Those that were undertaken together by the joint venture/consortium/association jointly and severally; and
- Those that were undertaken by the individual members of the joint venture/consortium/association expected to be involved in the performance of the services defined in the TOR.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture/consortium/association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their credentials.

17. Alternative Proposals

Unless otherwise specified in the **DS**, alternative proposals shall not be considered.

18. Period of Validity

Proposals shall remain valid for the period specified in the **DS**, commencing on the submission deadline date also indicated in the **DS**. A Proposal valid for a shorter period shall be immediately rejected by IRENA and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, IRENA may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

D. SUBMISSION AND OPENING OF PROPOSALS

19. Submission and Opening of Proposals

19.1 The Financial Proposal and the Technical Proposal Envelopes **MUST BE COMPLETELY SEPARATED** and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope **MUST** also bear the name of the Proposer. The inner and outer envelopes shall:

- bear the name and address of the Proposer
- be addressed to IRENA as specified in the **DS** and
- bear a warning not to open before the time and date for proposal opening, as specified in the **DS**.

If all envelopes are not sealed and marked as required, IRENA will assume no responsibility for the misplacement or premature opening of the Proposal.

19.2 Proposers may always submit their Proposals by mail/courier or by hand delivery. When so specified in the **DS**, Proposers shall have the option of submitting their Proposals electronically. When the Proposals are expected to be in transit for over 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with IRENA’s deadline for submission. Under such circumstances, the Proposer must inform IRENA of the exact date and time of their dispatch, through the submission of the official receipt and supporting documents (airway bill, etc.) issued by the forwarding/courier company that will deliver the Proposal to IRENA.

19.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The number of copies required shall be as specified in the **DS**. In the event of any discrepancy between them, the original shall govern. The original and copies of the Proposal shall be signed by the Proposer or person(s) duly authorized to commit the Proposer. The Proposer shall submit the original and copies of the Proposal in separate envelopes, marked “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

19.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of IRENA as attached hereto as Section 8.

20. Deadline for Submission of Proposals and Late Proposals

20.1 Proposals must be received by IRENA at the address and no later than the date and time specified in the **DS**.

20.2 IRENA shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by IRENA after the deadline for submission of Proposals may be declared late, rejected, and returned unopened to the Proposer.

21. Withdrawal, Substitution, and Modification of Proposals

21.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in details the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies providing information requested by IRENA, or clarity in the

description of services to be provided, may result in the rejection of the Proposal. IRENA shall not assume any responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the data furnished by IRENA .

21.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with RFP Clause 19, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by IRENA prior to the deadline for submission and submitted in accordance with Clause 19 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.

21.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

21.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

22. Proposal Opening

22.1 IRENA will open the Proposals in the presence of an ad-hoc committee formed by IRENA. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the DS.

22.2 The Proposers’ names, modifications, withdrawals, the presence or absence of documents, and such other details as IRENA may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

E. EVALUATION AND COMPARISON OF PROPOSALS

23. Confidentiality

23.1 Information relating to the examination, evaluation, and comparison of Proposals, and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

23.2 Any effort by a Proposer to influence IRENA in the examination, evaluation and comparison of the Proposals or contract award decisions may, at IRENA ’s decision, result in the rejection of its Proposal.

23.3 In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with IRENA for debriefing, but said debriefing shall be limited to the discussions of the strengths and weaknesses of the Proposal of said Proposer, and no information relating to the Proposal or rating of other Proposers may be discussed.

24. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, IRENA may, at its discretion, ask any Proposer for a clarification of its Proposal.

IRENA's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by IRENA in the evaluation of the Proposals, in accordance with RFP Clause 28.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by IRENA, shall not be considered during the review and evaluation of the Proposals.

25. Preliminary Examination of Proposals

IRENA shall examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. IRENA reserves the right to reject any Proposal after preliminary examination of Proposal, if IRENA finds justifiable reason for such rejection, including but not limited to the discovery of significant or material deviation, conflict of interest, fraud, among others.

26. Evaluation of Proposals

- 26.1 IRENA shall examine the Proposal to confirm that all terms and conditions under the IRENA General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.
- 26.2 The evaluation committee shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **DS**. Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the **DS**. Absolutely no changes may be made by IRENA in the criteria, sub-criteria and point system indicated in the **DS** after all Proposals have been received.
- 26.3 In the second stage, only the Financial Proposal of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will either be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **DS**,
- 26.4 IRENA shall reserve the right to determine to its satisfaction the validity of information provided by the Proposer, through verification and reference checking, among other means that it deems appropriate, at any stage within the selection process.
- 26.5 When the **DS** specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)

+ (FP Rating) x (Weight of FP, e.g., 30%)

Total Combined and Final Rating of the Proposal

27. Responsiveness of Proposal

- 27.1 IRENA's determination of a Proposal's responsiveness is to be based on the contents of the Proposal itself.
- 27.2 A substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the RFP without material deviation, reservation, or omission.
- 27.3 If a Proposal is not substantially responsive, it shall be rejected by IRENA and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

28. Nonconformities, Errors and Omissions

- 28.1 Provided that a Proposal is substantially responsive, IRENA may waive any non-conformities or omissions in the Proposal that do not constitute a material deviation.
- 28.2 Provided that a Proposal is substantially responsive, IRENA may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.
- 28.3 Provided that the Proposal is substantially responsive, IRENA shall correct arithmetical errors on the following basis:
 - 28.3.1 if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IRENA there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - 28.3.2 if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 5.6 if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above. If the Proposer does not accept the correction of errors made by IRENA, its Proposal shall be rejected

29. Fraud and Corruption

29.1 IRENA implements a policy of zero tolerance on fraud and corrupt practices and is committed to preventing, identifying and addressing all acts of fraud

F. AWARD OF CONTRACT

30. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

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.

31. Award Criteria

Prior to the expiration of proposal validity, IRENA may award the Proposer, whose proposal offers best value for money being the proposal that has obtained the highest score based on the evaluation method indicated in the **DS**

32. Right to Vary Requirements at the Time of Award

At the time of award of Contract, IRENA reserves the right to vary the quantity of services and/or goods, by up to a maximum fifteen per cent (15% of the total price offer, without any change in the unit price or other terms and conditions.

33. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to IRENA.

34. Bank Guarantee for Advance Payment

In the event that the advanced payment requested exceeds 20% of the total proposal price, or exceed the amount of \$30,000, IRENA shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 9, and by the deadline indicated in the **DS**, as applicable.

35. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **DS**. All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the IRENA website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued as an amendment in the form of a Supplemental Information to the RFP.

36. Vendor Protest

IRENA vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. This procedure is not available to non-responsive or untimely Proposers or those with rejected Proposals. In the

event that you believe you have not received fair treatment; the following email provides further details regarding IRENA vendor protest procedures:
Procurement@irena.org

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Instructions to Proposers DATA SHEET (DS)

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instruction to Proposers and the DS, the provisions in the DS shall prevail.

Project Context:	IRENA RFP/2020-0011
Title of Services/Work:	Development of guidelines and delivery of training on Geothermal heat utilisation in the agri-food value chains
Country:	UAE, Abu Dhabi
Language of the Proposal:	English
Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Not allowed
Conditions for Submitting Alternative Proposals	<input type="checkbox"/> Shall not be considered
A pre-proposal conference will be held:	<input type="checkbox"/> No
Period of Proposal Validity commencing the submission date	120 days
Proposal Security	<input type="checkbox"/> Not Required
Validity of Proposal Security	<input type="checkbox"/> Not Required
Proposal Prices shall be subjected to Taxation	<input type="checkbox"/> No , please submit a price exclusive of all applicable taxes
Advanced Payment upon signing of contract	<input type="checkbox"/> Not allowed
Performance Security	<input type="checkbox"/> Not Required
Preferred Currency of Bid Proposal and Method for Currency conversion	Single Currency: [USD]
Deadline for submitting requests for clarifications/ questions	Three (3) days before the submission date.

Contact Details for submitting clarifications/questions	<p>Focal Point in IRENA: Arjuna Kadirgamar Procurement Officer</p> <p>Email: AKadirgamar@Irena.Org</p>
No. of copies of Proposal that must be submitted:	<p>Originals:</p> <p>Technical Proposal One (1), Financial Proposal One (1)</p> <p>Technical and Financial offer to be submitted as two (2) separate electronic files. The proposals to be submitted in pdf format</p> <p>Failure to do so shall result in disqualification of your bid.</p>
Proposal submission address	<p>Submitted Electronically to IRENA's secure bid email: Bids@Irena.Org</p>
Deadline of Submission	<p>Date: Monday, 9 November 2020 Time: 14.00 Hours, GST (Gulf Standard Time) Abu Dhabi, United Arab Emirates (UAE)</p>
Bid Opening:	<p>Date: Monday, 9 November 2020, Time: 15.00 Hours, GST (Gulf Standard Time) Abu Dhabi, United Arab Emirates (UAE)</p>
Procedures and conditions for electronic submissions of the Proposals	<p>Allowed</p>
Evaluation method to be used in selecting the most responsive Proposal	<p>Combined scoring method, using 70%-30% distribution for technical and financial respectively.</p> <p>The formula for the combined scoring method shall be: $p = y (x/z)$ <u>Where:</u> p = points for the financial proposal being evaluated y = maximum number of points for the financial proposal x = price of the lowest priced proposal z = price of proposal being evaluated</p>
Required Documents that must be Submitted to Establish Qualification of Proposers	<p><input type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, excluding the CVs</p> <p><input type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation</p> <p><input type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any</p>

Section 3: Terms of Reference (TOR)

Development of guidelines and delivery of training on geothermal heat utilisation in the agri-food value chains

A. Background

Geothermal energy is increasingly being utilised for productive uses. This creates a vital nexus between renewable energy and multi sectoral productive uses such as in the agri-food sector. About 30% of the energy produced today is utilised in the agri-food sector. Due to the extensive use of fossil fuels along the agri-food value chains, the sector contributes about 20% of the annual greenhouse gases. The adoption and scale-up of renewable energy solutions in the agri-food value chains could therefore contribute in making the production, harvesting, storage, processing, transport, trade and cooking of food more sustainable. The widespread access to this energy could therefore result in increased food production, reduced food wastage and value addition thus contributing to food security and nutrition.

Geothermal energy is abundantly available, including in many developing countries. However, the potential of geothermal energy to address the needs of the local populations where it is found has not been fully exploited. To realise the full benefits of deploying geothermal heating technologies in the end-use sectors such as the agri-food value chains, countries need to create enabling conditions for investment; which in most cases are lacking or where present, they are considered inadequate. In this regard, IRENA is committed to support countries to build the capacities needed to facilitate the strengthening of enabling frameworks for geothermal heat utilisation in the agri-food sector.

B. Objective

The objective of this project is to equip relevant policy makers and other stakeholders with the necessary knowledge and tools to support the adoption and scale-up of geothermal heat utilisation in the agri-food value chains; including cascaded use of residual heat from geothermal power plants and stand-alone direct use projects.

C. Target audience

The target groups include policy-makers and other stakeholders at the national and local levels involved in the energy, industrial and agri-food sectors; geothermal developers; various end-use industries; and local communities.

D. Deliverables

The project will be composed of three main deliverables.

- i. A short report (5-10 pages) highlighting the capacity-gaps; and making recommendation for capacity building in developing countries, e.g. in Eastern Africa, Latin America and the Caribbean, among others;
- ii. The development and submission of the guidelines and background training material for the deployment of geothermal heat in the agri-food value chains.
- iii. Delivery of two trainings /capacity building activities based on the guidelines and targeting policy-makers and other relevant stakeholders in two regions; as well as a global webinar. The trainings will be delivered in both English and Spanish.

E. Scope of work

This scope of work outlines the main activities to be undertaken in the development of the guidelines for the deployment of geothermal heat in the agri-food value chains and the associated background training material; and in the preparation and delivery of two capacity building activities in two regions as well as a global webinar. The activities will be undertaken in close coordination with IRENA. The scope of work entails but is not limited to the following activities.

Task 1: Preparatory work

- i. Propose a methodology for developing the guidelines and background training material for geothermal heat utilisation in the agri-food value chains;
- ii. Develop an annotated table of contents indicating the main chapters of the guidelines and the associated background training material;
- iii. Develop a work plan based on the project timelines indicated in section (G);
- iv. Building on previous work by IRENA¹ and other organisations such as FAO² among others, identify the key gaps/challenges hindering the adoption and scaleup of geothermal heat utilisation in the agri-food value chains and provide recommendations to define the scope of the trainings.

For the completion of milestone 1, the Implementing Party shall carry out Task 1.

Task 2: Based on milestone 1, carryout the analysis of the gaps/challenges, identify case studies to exemplify possible solutions, and develop preliminary recommendations of possible solutions and tools.

- i. Carryout an in-depth of analysis of the gaps/challenges identified in Task 1 as well as possible solutions to enable the adoption and scaleup of geothermal heat utilisation in the agri-food value chains. The analysis shall be developed based on, but not limited to the following indicative list of topics:
 - a. Stakeholder engagement and coordination including awareness creation.
 - b. Financing options, business models and heat pricing
 - c. Policy, regulatory and legal frameworks
 - d. Capacity development for public and private sector actors as well as technical professionals
 - e. Geothermal heat planning and integration with local and national development plans
 - f. Geothermal resource assessment and development
- ii. Identify relevant case studies from around the world, (that are suitable to developing countries) to demonstrate the application of the solutions or tools for overcoming the challenges identified in Task 1. The case studies shall demonstrate best practices implemented in the utilisation of geothermal heat or other relevant technologies in the agri-food value chains.
- iii. Based on the analysis of the gaps/challenges and the case studies, make recommendations of the possible solutions and available tools that can be used to strengthen enabling frameworks and facilitate implementation of geothermal agri-food projects in developing countries.

Task 3: Develop background training material.

- i. Develop a methodology for determining the socio-economic impacts of geothermal energy utilisation in the agri-food sector. The methodology should include an exhaustive list of indicators to be analysed such as costs, financial benefits, economic benefits, and other co-benefit. A detailed step by step approach for analysing each indicator should be described.

¹ <https://irena.org/publications/2019/Jan/Accelerating-geothermal-heat-adoption-in-the-agri-food-sector>

² <http://www.fao.org/3/a-i4233e.pdf>

- ii. Develop a template to serve as a guide for developing geothermal heat tariffs. The heat tariff should envisage the case of an industrial park with multi-users requiring heat at different temperatures. A detailed step by step approach for determining the heat tariff should be described.

For the completion of milestone 2, the Implementing Party shall carry out Tasks 2 and 3.

Task 4: On-line consultation meeting

- i. In coordination with IRENA, identify key stakeholders (about 15) to discuss the preliminary findings, the background training material and the recommendations outlined in Task 2 and Task 3.
- ii. Present the preliminary findings and recommendations during an online consultation meeting.

Task 5: Develop the first draft of the guidelines and background training material for the deployment of geothermal heat in the agri-food value chains.

- i. The findings and recommendations outlined in Task 2 together with the input obtained during the consultation meeting shall be submitted as the first draft of the guidelines on the utilisation of geothermal heat in the agri-food value chains.
- ii. Prepare the second draft of the background training material incorporating the feedback received from the on-line consultation meeting.

For the completion of milestone 3, the Implementing Party shall carry out Tasks 4 and 5.

Task 6: Summary of the consultation process and development of the second draft of the guidelines and background training material for the deployment of geothermal heat in the agri-food value chains.

- i. Share the first draft with external experts for review, in coordination with IRENA.
- ii. Develop the second draft of the guidelines for the deployment of geothermal heat in the agri-food value chains by incorporating the feedback from the external reviewers and IRENA.
- iii. Prepare the second draft of the background training material based on the feedback received from external reviewers and IRENA.
- iv. Prepare a summary of the consultation process (online meeting and external review), capturing the feedback received from the stakeholders during the consultation meeting and the received written inputs.

For the completion of milestone 4, the Implementing Party shall carry out task 6.

Task 7: Develop the final version of the guidelines and background training material for the deployment of geothermal heat in the agri-food value chains

- i. Develop a final version of the guidelines and background training material for the deployment of geothermal heat in the agri-food value chains based on IRENA's comments on the second draft.

For the completion of milestone 5, the Implementing Party shall carry out task 7.

Task 8: Capacity building

- i. Deliver two capacity building /trainings of approximately 2 days each based on the guidelines for the deployment of geothermal heat in the agri-food value chains and the background training material. The capacity building events will be organised by IRENA (which will oversee all the logistics, planning, communications and promotion of the events). The events will take place in 2 regions with realisable

geothermal potential. The language of instruction will be English and Spanish. The two-capacity building/training activities will target about 40 relevant decision makers and other stakeholders including those at the national and local governments, geothermal developers, various energy end-users and local community.

- ii. Deliver a two-hour global webinar (in English) based on the guidelines and the background training material.
- iii. Prepare a summary of the proceedings (around 10-15 pages) of the two capacity building events and the webinar, which shall include the slides used for delivering the presentations.

For the completion of milestone 6, the Implementing Party shall carry out task 8.

F. Outcome

The project is expected to result in positive actions by policy makers and other stakeholders within three (3) years of the project’s completion; to improve the enabling frameworks to support the adoption and scaleup of geothermal heat utilisation in the agri-food sector in the two selected regions. The positive actions could include development of dedicated licensing procedures, geothermal heating roadmaps, further trainings, etc.

G. Duration

The project is estimated to be completed in approximately 10 months. The estimated person days for completing the project are +/- **75 days**.

H. Milestones and Payments

Milestone	Activities
Milestone 1	Task 1: Literature review, methodology, annotated table of contents, work plan and gap identification
Milestone 2	Task 2: Gap analysis, case studies, and key recommendations of proposed solutions and tools
	Task 3: Background training material
Milestone 3	Task 4: Consultation meeting
	Task 5: First draft of the guidelines and background training material
Milestone 4	Task 6: Summary of the consultation process together with the second draft of the guidelines and the background training material
Milestone 5	Task 7: Final version of the guidelines
Milestone 6	Task 8: Capacity building and a summary of proceedings

IRENA/OECD style requirements

All documents prepared for IRENA for this Project shall conform to IRENA/OECD style requirements. These requirements are outlined in IRENA’s style guide (IRENA Publications: A Short Guide) and further elaborated in successive editions of the OECD Style Guide.

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 shall provide a template in Microsoft Word document 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.

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.

Scoring of evaluation criteria

Summary of evaluation proposal	Weighted Score
Technical Evaluation	70%
Financial evaluation	30%
Total	100%

Technical Evaluation Criteria

	Proposed approach, methodology and implementation plan	
1.	a. Demonstrate clarity in understanding the objective and the scope of work as outlined in this ToR. Describe how these objectives will be achieved.	10%
	b. Propose an approach to implement the project and provide a work plan in line with the project duration.	10%
	c. For each of the tasks outlined in the ToR, indicate the allocation of resources.	10%
	d. Propose (if any) additional aspects of the project not indicated in the ToR, which could improve the quality of the capacity building project.	5%
2.	Competency	20%

	<p>a. Provide documented evidence of experience in carrying out the analysis of enabling frameworks and case studies. Experience of working in developing countries will be an added advantage.</p> <p>b. Provide documented evidence of experience in offering capacity building on renewable energy projects, especially by building on the experiences of other projects/countries/regions. A minimum of 5 years of experience on the topic is preferred. Experience in geothermal technology is preferred and working knowledge of Spanish is an added advantage.</p>	15%
	Project team	
3.	<p>a. Provide the qualifications and relevant experience of the experts who will be involved in the project, including their individual roles. Please provide a copy of the CVs.</p>	20%
	External network	
4.	<p>a. Demonstrate capability to obtain relevant information from the public and private sector players such as experiences of working in countries that are developing geothermal projects. Provide samples of similar work that has leveraged on this external network.</p>	10%
	Total	100%

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Section 4: Proposal Submission Form

This form must be returned along with the submission signed and stamped from authorized person

To: IRENA, Chief Procurement Officer

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for IRENA's Consultancy Service for indicated subject with your Request for Proposal dated and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation contained in it may lead to our disqualification.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of IRENA's.

We agree to abide by this Proposal for 120 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the DS.

We fully understand and recognize that IRENA is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that IRENA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form

[The Proposer shall fill in this Form in accordance with the instruction indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted]

Date: [insert date (as day, month and year) of Proposal Submission]

RFP No.: 2020-0011

Service for: Development of Guidelines and Delivery of Training on Geothermal Heat Utilisation in the Agri-Food Value Chains

1. Proposer's Legal Name [insert Proposer's legal name]
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]
3. Proposer's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Proposer's Year of Registration: [insert Proposer's year of registration]
5. Proposer's Legal Address in Country of Registration: [insert Proposer's legal address in country of registration]
6. Proposer's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

<Intentionally Left Blank>Joint Venture Partner Information Form

[The Proposer shall fill in this Form in accordance with the instructions indicated below].

1. Proposer's Legal Name: [insert Proposer's legal name]
2. JV's Party legal name: [insert JV's Party legal name]
3. JV's Party Country of Registration: [insert JV's Party country of registration]
4. JV's Party Year of Registration: [insert JV's Part year of registration]
5. JV's Party Legal Address in Country of Registration: [insert JV's Party legal address in country of registration]
6. JV's Party Authorized Representative Information Name: [insert name of JV's Party authorized representative] Address: [insert address of JV's Party authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative] Email Address: [insert email address of JV's Party authorized representative]
7. Attached are copies of original documents of: [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

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Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

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SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the specifications.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the IRENA and partners, including a reporting schedule.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the IRENA. If substitution is unavoidable it will be with a person who, in the opinion of the IRENA project manager, is at least as experienced as the person being replaced, and subject to the approval of IRENA . No increase in costs will be considered as a result of any substitution.)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

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Section 7: Financial Proposal Form

The Proposer is required to prepare the Financial Proposal in a separate envelope from the rest of the RFP response as indicated in RFP Clause 14 of the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

- (i) Senior Consultant with 5 years' experience and with the associated background for developing / deploying training material and in the preparation and delivery of capacity building training activities in geothermal heat in the agri-food value chains as well as conducting global webinar, who would also be acting as Project Manager
- (ii) Junior Consultant with 2 years' experience and with the associated background for developing / deploying training material and in the preparation and delivery of capacity building training activities in geothermal heat in the agri-food value chains. Please provide the following break down as follows:

A. Cost Breakdown per Deliverables

	Activities	*Total Period of the Engagement (Days) – per categories of resource assigned	Rate per day in USD	Total in USD
1	Task 1: Literature review, methodology, annotated table of contents, work plan and gap identification			
2	Task 2: Gap analysis, case studies, and key recommendations of proposed solutions and tools			
	Task 3: Background training material			
3	Task 4: Consultation meeting			
	Task 5: First draft of the guidelines and background training material			
4	Task 6: Summary of the consultation process together with the second draft of the guidelines and the background training material			
5	Task 7: Final version of the guidelines			
6	Task 8: Capacity building and a summary of proceedings			
	Total in USD:			

B. Cost breakdown per Deliverables

The Financial Proposal must provide a detailed cost breakdown. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

*It is expected that project duration to be approximately 7 to 8 months +/- 10%. Please notice that duration is not necessarily correlated with actual resource mobilization (estimated at approx. 75 man-days).

Please fill in the above structure as the financial proposal. No other format will be accepted. Please ensure a break down of total individual deliverables is provided.

Name of Bidder / Firm:

Address:

Signature of Authorized person:

Stamp / Company Seal of bidder:

Section 8: General Terms and Conditions

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 fulfill 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.

IRENA - Contract Template – to be used.

Contract

between

the International Renewable Energy Agency (IRENA)

and

[INSERT NAME OF THE CONTRACTOR]

for the provision of

[INSERT DESIGNATION OF THE SERVICES]

Solicitation: [INSERT RFP/ITB REFERENCE NUMBER]

Contract No.: [INSERT NUMBER OF CONTRACT]

This Contract, dated as of the Effective Date, is entered into by and between the International Renewable Energy Agency, having its headquarters located in Masdar City, P.O. Box 236, Abu Dhabi, United Arab Emirates (hereinafter “IRENA”), and **[insert name of the contractor]**, duly incorporated under the laws of **[insert name of the country]** and having its principal office located at **[insert address of the contractor]** (hereinafter the “Contractor”).

WHEREAS the Contractor desires to provide IRENA, and IRENA desires to obtain from the Contractor, the Services described in this Contract on the terms and conditions set forth in this Contract;

WHEREAS the offer of the Contractor dated **[insert date]**, submitted in response to the IRENA **[Insert Reference to the Solicitation Document: Request for Proposal/Invitation to Bid No..., dated ...]**, was accepted by IRENA;

NOW, THEREFORE, IRENA and the Contractor (hereinafter collectively the “Parties” and individually a “Party”) hereby agree as follows:

Article 1: Contract Documents

- 1.1 This document and the documents listed in Article 1.2 below (“Contract Documents”) constitute the entire agreement by and between the Parties with regard to the subject hereof and supersedes all prior representations, contracts and proposals, whether written or oral, by and between the Parties on this subject.
- 1.2 The Contractor and IRENA agree to be bound by the provisions contained in the following documents, which are complementary of one another but in case of ambiguities, discrepancies or inconsistencies between or among them shall take precedence in the following order:
 - a) This document;
 - b) The IRENA General Terms and Conditions for Professional Services, attached hereto as Annex 1. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this document and any other Annexes, unless otherwise expressly stated;
 - c) The Terms of Reference **[insert reference and date as applicable]**, attached hereto as Annex 2; and
 - d) The Contractor’s technical proposal **[insert reference and date as applicable]**, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference.

Article 2: Definitions

- 2.1 In this Contract, terms shall have the same meanings as respectively assigned to them in the IRENA General Terms and Conditions for Professional Services and the Terms of Reference, annexed to this Contract.
- 2.2 In addition, the following terms shall have the meanings hereby assigned to them for the purposes of this Contract:
- a) “Acceptance” means certification by IRENA that a particular Service or Deliverable has been provided and that the Service or Deliverable satisfies the applicable Acceptance Criteria. Deliverables accepted pursuant to the foregoing certification shall be considered “Accepted”.
 - b) “Acceptance Criteria” means the criteria used by IRENA to evaluate Acceptance for each Service or Deliverable separately and as integrated with any previously Accepted Service or Deliverable as provided herein. The term “Acceptance Criteria” shall be deemed to include that each Service or Deliverable shall meet the applicable specifications related to such Service or Deliverable, as set forth in this Contract including the Terms of Reference and, as applicable, the Contractor’s technical proposal, and operates in accordance with such other specific criteria as may be developed and recorded in writing by the Parties in the implementation of this Contract.
 - c) “Completion Date” means, for any Deliverable or task, the date set forth in this Contract and, as applicable, the Implementation Schedule, on or before which such Deliverable or task must be completed and/or delivered to IRENA.
 - d) “Contract” means the Contract Documents and any amendments as may be made thereto in accordance with Article 18 of the IRENA General Terms and Conditions for Professional Services.
 - e) “Contract Documents” has the meaning set forth in Article 1.
 - f) “Contractor” has the meaning set forth in the introductory paragraph of this Contract or its successors, subject to recognition by IRENA. If the Contractor wishes IRENA to recognize a successor in interest to this Contract or a name change, the Contractor shall notify IRENA in writing accordingly. The Contractor shall be the only interface for all matters pertaining to execution of the Services under this Contract.
 - g) “Deliverables” means any and all items to be developed and delivered by the Contractor to IRENA under this Contract including as described in the Terms of Reference and, as applicable, the Contractor’s technical proposal.
 - h) “Effective Date” has the meaning set forth in Article 11.
 - i) “Implementation Schedule” means the schedule which identifies the various tasks and responsibilities of the Parties as set forth in the Terms of Reference.

- j) “Personnel” means any personnel, employee, official, agent, servant, representative and sub-contractor (or any of the sub-contractor’s personnel, employee, official, agent, servant and representative) of the Contractor.
- k) “Services” means the work to be performed by the Contractor under this Contract including as described in the Terms of Reference and the Contractor’s technical proposal, and any incidental services, functions or responsibilities not specifically described in this Contract, but which are required for and are related to the proper performance of the Services.

Article 3: Obligations of the Contractor

- 3.1 The Contractor shall perform and complete the Services with the necessary diligence and efficiency and in accordance with the highest industry and professional standards, under the terms mutually agreed in this Contract.
- 3.2 The Contractor shall perform the Services in accordance with the Implementation Schedule and submit the Deliverables to IRENA according to the following schedule:

No.	Deliverable Description (Procurement to ensure that the deliverable description mirrors the terms of the Terms of Reference contained in Annex 2. If the deliverables are sufficiently described in the Terms of Reference, it may be sufficient to indicate “Progress Report as specified in Annex 2”, “Final Report as specified in Annex 2”, etc.)	Completion Date
1		
2		
3		

- 3.3 The Contractor shall provide the services of qualified English-speaking Personnel as specified and in accordance with the Contractor’s technical proposal. Any replacement by the Contractor of the Personnel specified in its technical proposal shall be made in accordance with Article 4 of the IRENA General Terms and Conditions for Professional Services.
- 3.4 Without limiting and further to Article 4 of the IRENA General Terms and Conditions for Professional Services, the Contractor shall be fully responsible and liable for all work and services performed by its Personnel, and for its Personnel’s compliance with the terms and conditions of this Contract.
- 3.5 The Contractor shall be responsible, at its own costs, for obtaining all licenses, permits and authorisations from governmental or other authorities, legally required for the performance of the Services under this Contract.
- 3.6 The Contractor represents and warrants the accuracy of any information or data provided to IRENA for the purpose of entering into this Contract.

- 3.7 The Contractor represents and warrants that any Service performed under this Contract shall be its own work. In the performance of the Services, the Contractor shall not infringe any third party intellectual property or other proprietary right nor shall it violate any third party rights of privacy. The Contractor shall obtain all necessary permissions for and appropriately acknowledge in the Deliverables any use of any intellectual property or other proprietary rights that pre-existed the performance of the Contract.
- 3.8 In the event of a breach of Article 3.7 above, including in case of plagiarism, IRENA, in its sole discretion and without prejudice to any of IRENA's other rights and remedies under this Contract or otherwise, exercise any or all of the following:
- 3.8.1 Reduce any payments owed to the Contractor for the Deliverables at a rate proportionate to the breach, with such rate to be determined by IRENA in its sole discretion;
 - 3.8.2 If the breach is identified after acceptance of the Deliverable by IRENA, require the return to IRENA of any payments made to the Contractor for the Deliverable at a rate proportionate to the breach, with such rate to be determined by IRENA in its sole discretion;
 - 3.8.3 Terminate the Contract forthwith and without limitation to Article 19(c) of the IRENA General Terms and Conditions for Professional Services.

Article 4: Price and Payment

- 4.1 In consideration of the complete and satisfactory performance by the Contractor of all of the Services under this Contract, IRENA shall pay the Contractor a total fixed price of **[insert currency & amount in figures and words]** (hereinafter referred to as "the Contract Price").
- 4.2 The Contract Price is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations hereunder, including management, remuneration, and travel costs of Contractor's Personnel, and all taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity. [If travel costs are not included in the Contract Price, include: The Contract Price however excludes travel expenses. Any travel by the Contractor that may be required under this Contract must be authorised by IRENA in advance and undertaken in accordance with IRENA's travel policy.]
- 4.3 The Contract Price shall remain firm and fixed during the term of this Contract. It shall not be subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Services under the Contract. The Contractor shall not do any work, provide any material or equipment or perform any service which may result in any charge to IRENA over and above the Contract without a formal written amendment to this Contract.
- 4.4 IRENA shall effect payments to the Contractor within thirty (30) days after receipt of the Contractor's invoices and acceptance by IRENA of the Services and Deliverables represented by the invoices, unless IRENA disputes the invoice or a portion thereof. Invoices shall be

submitted only upon achievement of the corresponding milestones and for the following amounts:

No.	Milestone	Amount (in USD)
1	Completion of deliverable 1	[insert amount]
2	Completion of deliverable 2	[insert amount]
3	(Procurement to fill and adjust as required)	[insert amount]

- 4.5 The Contractor shall submit an original copy of its invoices by mail for all Services supplied under the Contract and in accordance with the payment milestones specified above to the following address:

International Renewable Energy Agency
IRENA Headquarters, Masdar City
P.O. Box 236, Abu Dhabi
United Arab Emirates
Tel.: +971-2-417-9000
Attention: **[Insert Name of Project Manager]**

- 4.6 Invoices shall indicate the Contract reference number, the milestones achieved and corresponding amount payable, and specify the details of the bank account to which payment is to be made.
- 4.7 Payments effected by IRENA to the Contractor shall not be deemed to relieve the Contractor of its obligations under this Contract. [If advance payment is agreed with the Contractor, add: nor shall it be deemed as acceptance by IRENA of the Contractor's performance of the Services and the Deliverables.]
- 4.8 The Contractor acknowledges and agrees that IRENA may withhold payment in respect of any invoice in the event that, in the opinion of IRENA following review and evaluation of the Services and Deliverables in accordance with Article 7, the Contractor has not performed in accordance with the terms of this Contract.
- 4.9 If IRENA disputes any invoice or a portion thereof, IRENA shall notify the Contractor accordingly. IRENA and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, IRENA shall pay the Contractor the relevant amount within thirty (30) days after the final resolution of such dispute.

Article 5: Temporary Suspension of the Services

- 5.1 IRENA may, at any time, temporarily suspend, in whole or in part, the Services being performed by the Contractor under this Contract by giving thirty (30) days advance notice in writing to the Contractor. The Services so suspended shall be resumed by the Contractor on the basis of a revised Implementation Schedule and on terms and conditions to be mutually agreed upon between the Parties.

Article 6: Delays; Extension of Time for Performance

- 6.1 The Contractor acknowledges and agrees that all time limits contained in this Contract and timely performance in completing the Services are of essence in respect of the performance of the Services.
- 6.2 In the event the Contractor anticipates a delay in the performance of the Services and delivery of the Deliverables, the Contractor shall immediately notify IRENA in writing of the extent of such delay and the overall impact such delay may have on completing the Services in accordance with the terms of this Contract. In such event, IRENA may, in its sole discretion, extend the Completion Dates and adjust the Implementation Schedule accordingly. The Contractor shall use its best efforts to ensure that any delay in the delivery of a Deliverable shall not result in the delay of any Deliverable to be subsequently delivered to IRENA under this Contract.
- 6.3 In the event a delay in the performance of the Services and delivery of the Deliverables by the Contractor is caused by the acts or omissions of IRENA, its personnel or other contractors, the Completion Dates shall be extended. Such extension of time shall be the sole remedy of the Contractor and the Contractor shall not be entitled to additional payments or compensation for damage resulting from any such delay, including, but not limited to, damage resulting from overheads or loss of productivity.

Article 7: Review and Evaluation; Improper Performance

- 7.1 IRENA may review and evaluate the Services performed and Deliverables provided under this Contract at any time during or after the performance of the Services and delivery of the Deliverables.
- 7.2 All Deliverables shall meet the Acceptance Criteria and the terms of this Contract before such Deliverable can be accepted by IRENA.
- 7.3 If any Service performed or Deliverable delivered by the Contractor does not conform to the Acceptance Criteria or to the terms of this Contract, without prejudice to any of IRENA's other rights and remedies under this Contract or otherwise, IRENA may, in its sole discretion, exercise the following:
- (a) If IRENA determines that the improper performance or the breach of the terms of this Contract can be remedied by way of re-performance or other corrective measures by the Contractor, IRENA requests the Contractor to take, and the Contractor shall take, at no additional cost or expense to IRENA, the measures necessary to re-perform or to take appropriate actions to remedy the improperly performed Services or the breach within such period as IRENA may specify following consultation with the Contractor.
 - (b) IRENA accepts the Deliverable with its deficiencies and reaches agreement with the Contractor on an equitable reduction to the Contract Price to reflect the improper performance of the Services and the uncorrected deficiencies in the Deliverables.

- (c) If the Contractor does not take corrective measures or if IRENA reasonably determines that the Contractor is unable to remedy the improper performance or breach in a satisfactory and timely manner, or if IRENA, in its sole discretion, determines that the improper performance or breach cannot be remedied by re-performance or other corrective measures by the Contractor, IRENA may terminate the Contract in accordance with Article 19 of the IRENA General Terms and Conditions for Professional Services.

Article 8: Notices; IRENA Focal Point

- 8.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) postage prepaid, return receipt requested, certified mail; (iii) confirmed email, transmitted to the Party for which such notice or communication is intended at the addresses specified below or at such other address as may be specified by the Parties:

For IRENA:

Chief Procurement Officer
International Renewable Energy Agency
IRENA Headquarters, Masdar City
P.O. Box 236, Abu Dhabi, United Arab Emirates
Tel.: +971-2-417-9000
Email: procurement@irena.org

For the Contractor:

[Insert Contact Details of the Contractor]

- 8.2 Without prejudice to the above, IRENA shall designate a member of its personnel to serve, as from the Effective Date of this Contract, as the primary IRENA representative under this Contract for all actions bearing upon the performance of the Services. IRENA shall promptly notify the Contractor of such designation. The IRENA Focal Point will have overall responsibility for ensuring that the Services are carried out in accordance with this Contract and shall respond promptly to requests by the Contractor relating to the performance of the Services.

Article 9: Special Conditions (This Article should be included only if, in its offer, the Contractor has expressly requested for an amendment to the IRENA General Terms and Conditions)

Option 1

(Delete the provisions marked in red above after selecting option)

- 9.1 Article **[INSERT NUMBER]** of the IRENA General Terms and Conditions for Professional Services in Annex 1 shall be amended to read:

“**[INSERT NEW TEXT]**”

9.2 Article [INSERT NUMBER] of the IRENA General Terms and Conditions for Professional Services in Annex 1 shall be deleted in its entirety.

Option 2

(Delete the provisions marked in red above after selecting option)

9.1 Not applicable.

Article 10: Severability; No Waiver

10.1 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 of this Contract shall not in any way be affected or impaired thereby.

10.2 Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Contract.

Article 11: Effective Date and Term

11.1 The Contract shall enter into force on the last date of its signature by both Parties (“the Effective Date”) and it shall remain in force until the Parties fulfil all of their obligations hereunder.

IN WITNESS WHEREOF, the duly authorised representatives of the Parties have signed this Contract on the date(s) set forth below.

For IRENA:

For [Name of the Company/Organisation]:

Signature _____

Signature _____

Name: _____

Name: _____

Title: _____

Title: _____

Date _____

Date _____