

REQUEST FOR PROPOSALS (RFP)
[RFP/2019/11]_Addendum 01

Provision of services to provide compensation to the staff members of IRENA in the event of death, injury or illness attributable to the performance of official duties on behalf of IRENA.

International Renewable Energy Agency
Abu Dhabi, UAE

The International Renewable Energy Agency (IRENA) does not charge a fee at any stage of the procurement process (e.g. vendor registration, bid submission or any other stage). In the event that you have any reason to suspect that any activity purporting to be made on behalf of IRENA may be fraudulent, please contact procurement@irena.org.

April 2019

Section 1: Letter of Invitation

Abu Dhabi, United Arab Emirates
18 April 2019

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 provision of services to provide compensation to the staff members of IRENA in the event of death, injury or illness attributable to the performance of official duties on behalf of IRENA.

1. This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers, including the Data Sheet
- Section 3A – Terms of Reference attached herewith as a separate document
- Section 3B – ST/Directive/2012/1 of 14th February 2012 attached herewith as a separate document
- Section 4 – General Terms and Conditions for Professional Services
- Section 5 – None disclosure Agreement (NDA)
- Section 5 – Proposal Submission Form
- Section 7 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 8 – Technical Proposal Form
- Section 9 – Financial Proposal Form
- Section 10 – Form for Performance Security
- Section 11 – Form of Bank Guarantee for Advance Payment

2. Your offer comprising a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with the Data Sheet.
3. You are kindly requested to submit an acknowledgment letter to IRENA via the following email address: procurement@irena.org, or to the following postal address:

Procurement Section
International Renewable Energy Agency
IRENA Headquarters, Masdar City, P.O. Box 236
Abu Dhabi, United Arab Emirates

4. The letter should be received by IRENA no later than **22 April 2019 Gulf Standard Time**. The same letter should advise whether your company intends to submit a Proposal. If your company decides not to submit a proposal, we would appreciate it if you would kindly indicate the reason for our records.
5. Should you need further clarification, kindly communicate with the contact person indicated in the attached Data Sheet as the focal point for queries relating to this RFP.

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

Yours sincerely,

Bruce Neese
Acting- Director of Administration and 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 and all the attached documents thereto, including the General Terms and Conditions for Professional Services (GTC) and the Appendices.
- b) “*Country*” refers to the country in which the Services are to be performed as indicated in the Data Sheet.
- c) “*Data Sheet*” 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) “*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.
- f) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation being sent by IRENA to the Proposers.
- g) “*Material Deviation*” refers to any content or characteristic of the Proposal that is significantly different from an important aspect or requirement of the RFP, substantially alters the scope and quality of the requirements, limits the rights of IRENA and/or the obligations of the Proposer, or compromises the competitive position of other Proposers or otherwise adversely impacts the fairness and principles of the procurement process.
- h) “*Proposal*” refers to the Proposer’s response to the RFP, 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 through this RFP.
- j) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by IRENA for the 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 to the RFP, before the deadline for the submission of Proposals.
- m) “*Terms of Reference*” or “*TOR*” refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, 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 hereby solicits Proposals in response to this 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 may be made or assumed unless approved in writing by IRENA in the form of Supplemental Information to the RFP. 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 in this RFP shall be met and that, 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 shall not constitute or imply the acceptance of any Proposal by IRENA. This RFP does not commit IRENA to award a contract. The Proposal submitted by the successful Proposer will be the basis for negotiations which may lead to conclusion of a Contract with the successful Proposer.
4. IRENA implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, and unethical practices. 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. Proposers 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. Without limitation on the generality of the above, Proposers shall be considered to have a conflict of interest 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 Services;
 - 5.2 were involved in the preparation and/or design of the programme/project related to the Services;
 - 5.3 have owners, officers, directors, controlling shareholders, or key personnel who are related to IRENA personnel involved in procurement functions; or
 - 5.4 are found to be in conflict for any other reason, as may be established by and at the discretion of IRENA.
6. Proposers shall disclose in their Proposal their knowledge of any other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.
7. More than one Proposal from any company, either in its own name or as part of a joint venture, consortium or partnership, shall not be considered. If any Proposer submits or participates in more than one Proposal in response to this RFP, all such Proposals shall be disqualified and rejected. If IRENA has reasons to believe that collusion exists between Proposers, all such Proposers shall be disqualified.

B. CONTENTS OF PROPOSAL

8. Sections of Proposal

Proposers are required to complete, sign and submit in the number of copies indicated in the **Data Sheet** (DS no. 18) the following documents:

- 8.1 Proposal Submission Form (see Section 6 of this RFP);
- 8.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see Section 5 and the **Data Sheet** (DS no. 23) of this RFP);
- 8.3 Technical Proposal Form (see Section 8 of this RFP);
- 8.4 Financial Proposal Form (see Section 9 of this RFP); and
- 8.5 Any attachments and/or appendices to the Proposal, including those specified in the **Data Sheet** (DS no. 24).

9. Clarification of Request for Proposals

Proposers may request a clarification of any of the RFP documents no later than the deadline for the submission of requests for clarification indicated in the **Data Sheet** (DS no. 16). Any request for clarification must be sent in writing or by electronic means to the IRENA address indicated in the **Data Sheet** (DS no. 17). 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 endeavour 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.

10. Amendment of Request for 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, make changes to 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

11. 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 is selected or not. IRENA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

12. Language of Proposal

The Proposal, as well as all related correspondence exchanged by the Proposer and IRENA, shall be written in the English language, unless a language other than English has been specified in the **Data Sheet** (DS no. 4). Any printed literature furnished by the Proposer written in a language other than the language specified in the **Data Sheet** (DS no. 4) must be accompanied by a translation into the language specified in the **Data Sheet** (DS no. 4). For the purposes of interpretation of the Proposal and in the event of any discrepancy or inconsistency in meaning, the version translated into the language specified in the **Data Sheet** (DS no. 4) shall prevail.

13. Proposal Submission Form

Proposers shall submit their Proposals using the Proposal Submission Form furnished in Section 6 of the RFP.

14. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 24), the Proposer shall structure the Technical Proposal in the format provided in Section 8 and in accordance with the following:

- 14.1 Expertise of Firm/Organisation – this section shall provide details regarding the management structure of the Proposer, organisational capability/resources, the experience of the Proposer, 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 (see Clause 15 of this Section 2 for further details).
- 14.2 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 Terms of Reference.
- 14.3 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 sub-section 14, the Proposer assures and confirms to IRENA that the personnel being nominated are available to implement the Services within the duration of the Contract indicated in the Terms of Reference. If, at any time prior to award of the Contract, any of the key personnel listed in the Technical Proposal become unavailable, except for unavoidable reasons such as death, medical incapacity or delay in the implementation of the Services through no fault of the Proposer, IRENA reserves the right to consider the Proposal non-responsive. Any substitution of personnel arising from

unavoidable reasons shall be made only with IRENA's approval of the justification for the substitution and with IRENA's approval of the replacement, who shall be of either equal or superior credentials to the one being replaced and which shall not involve any additional cost to IRENA.

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.

15. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form provided in Section 9. 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.

16. Currencies of Proposals

All prices from Proposers shall be quoted in the preferred currency indicated in the **Data Sheet** (DS no. 15).

16.1 Should the Proposer submit a Financial Proposal in a currency that is different from the preferred currency specified in the **Data Sheet** (DS no. 15), IRENA will convert the currency quoted in the Proposal to the preferred currency in accordance with the prevailing United Nations operational rate of exchange on the deadline for submission of Proposals; and

16.2 In the event that the Proposal that is found to be the most responsive to the RFP requirements is quoted in a currency different from the preferred currency indicated in the **Data Sheet** (DS no. 15), IRENA reserves the right to award the Contract in the preferred currency specified in the **Data Sheet** (DS no. 15) using the conversion method specified in sub-section 16.1 above.

17. 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 in Section 7 of this RFP, with such eligibility and qualifications to be documented to IRENA's satisfaction. This evidence shall include, and must demonstrate, the following:

17.1 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 authorised by the goods' manufacturer or producer to supply the goods in the country of final destination; and

17.2 That the Proposer has the financial, technical, and production capability necessary to perform the Contract.

18. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium, or association at the time of the submission of the Proposal, all of the members of the joint venture/consortium/association shall submit, along with the Proposal, a duly notarised agreement

confirming that they have designated one member to act as the lead entity duly vested with the authority to bind the members of the joint venture/consortium/association jointly and severally, and that if their Proposal is selected, the Contract shall be negotiated and entered into between IRENA and the designated lead entity who shall be acting for and on behalf of all the members of the joint venture/consortium/association.

After the Proposal has been submitted to IRENA, neither the lead entity nor the composition or constitution of the joint venture/consortium/association shall be altered without the prior consent of IRENA.

The organisation of the joint venture/consortium/association must clearly define the role of each of its component/member entities in the course of performing the Services.

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; 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.

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

19. **Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS no. 6), alternative proposals shall not be considered. Where alternative proposals are allowed in the **Data Sheet** (DS no. 6), IRENA reserves the right to award a Contract based on an alternative proposal when the conditions for its acceptance are met.

20. **Period of Validity**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the deadline for submission also indicated in the **Data Sheet** (DS no. 20). A Proposal valid for a shorter period shall be immediately disqualified and rejected by IRENA.

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

21. **Submission and Opening of Proposals**

21.1 The Technical Proposal and the Financial Proposal envelopes must be completely separate 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 outer envelopes shall:

- bear the name and address of the Proposer
- be addressed to IRENA as specified in the **Data Sheet** (DS no. 19); and
- bear a warning that states: “**DO NOT OPEN BEFORE** [insert the time and date for Proposal opening specified in the **Data Sheet** (DS no. 21)]”.

The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labelling.

21.2 Proposers must always submit their Proposals by mail/courier or by hand delivery.

21.3 Proposers shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The two envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 18). In the event of any discrepancy between the original and a copy of the Proposal, the original shall prevail. The original of the Proposal shall be signed or initialled on every page by the Proposer or a person duly authorised to commit the Proposer and all copies shall be made from the signed original.

21.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Terms and Conditions for Professional Services in full as attached hereto as Section 4.

22. **Deadline for Submission of Proposals and Late Proposals**

22.1 Proposals must be received by IRENA at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 19 and 20).

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

23. **Withdrawal, Substitution, and Modification of Proposals**

23.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of their Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by IRENA or a lack of 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 understanding the RFP.

23.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 21.1 of this Section 2, duly signed by an authorised representative, and shall include a copy of the authorisation (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the written notice. All notices must be received by IRENA prior to the deadline for submission of Proposals and submitted in accordance with Clause 21.1 of Section 2 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.

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

23.4 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.

24. Proposal Opening

24.1 IRENA will open the Proposals in the presence of an ad-hoc committee of at least two (2) members formed by IRENA.

24.2 The Proposers' names, withdrawals, substitutions and modifications, the condition of the labels/seals of the envelope, the presence or absence of required 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.

25. Confidentiality

25.1 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.

25.2 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.

25.3 In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with IRENA for a debriefing. Such debriefing shall be limited to discussing the strengths and weaknesses of the Proposal of said Proposer in order to assist the Proposer in improving future proposals to IRENA. The content of other Proposals, their evaluation and how they compare to the Proposer's Proposals shall not be discussed.

26. 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 Clause 30 of this Section 2.

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.

E. EVALUATION AND COMPARISON OF PROPOSALS

27. Preliminary Examination of Proposals

- 27.1 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 the Proposal, if IRENA finds a reason for such rejection, including but not limited to the discovery of significant or material deviation, conflict of interest or fraud, among others.
- 27.2 IRENA shall reject the Proposal of any Proposer found to appear in a United Nations Security Council sanctions list or such ineligibility lists as may be established or recognised by IRENA in accordance with its applicable rules, policies and procedures.

28. Evaluation of Proposals

- 28.1 IRENA shall examine the Proposal to confirm that the IRENA General Terms and Conditions for Professional Services and any Special Conditions of the RFP have been accepted by the Proposer without any deviation or reservation.
- 28.2 In the first stage, the evaluation committee shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other requirements in the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 26). 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 Terms of Reference. No changes shall be made by IRENA to the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 26) after all Proposals have been received.
- 28.3 In the second stage, only the Financial Proposal of those Proposers that achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that did not meet the minimum passing technical score shall be returned to the relevant Proposers unopened. The overall evaluation score will be based either on a combination of the technical and financial scores, or on the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS no. 22).
- 28.4 IRENA reserves the right to undertake a post-qualification exercise aimed at determining to its satisfaction the accuracy, authenticity and 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.
- 28.5 When the **Data Sheet** (DS no. 22) specifies that the evaluation method to be used shall be the combined scoring method, the formula for evaluating the Proposals shall be as follows:

$$p = y (x/z)$$

where:

p = weighted percentage points for the Financial Proposal being evaluated

y = maximum weighted percentage number of points for the Financial Proposal, as indicated in the **Data Sheet** (DS no. 22)

x = price of the lowest priced Proposal

z = price of the Proposal being evaluated based on a combination of the technical and financial scores

29. Responsiveness of Proposal

29.1 IRENA's determination of a Proposal's responsiveness is to be based on the contents of the Proposal itself.

29.2 A substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the RFP without material deviation, reservation, or omission.

29.3 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.

30. Nonconformities, Errors and Omissions

30.1 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.

30.2 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. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

30.3 Provided that the Proposal is substantially responsive, IRENA shall correct arithmetical errors on the following basis:

30.3.1 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;

30.3.2 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

30.3.3 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.

30.4 If the Proposer does not accept the correction of errors made by IRENA, its Proposal shall be rejected.

F. AWARD OF CONTRACT

31. 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(s), or any obligation to inform the affected Proposer(s) of the grounds for IRENA's action. Furthermore, IRENA shall not be obliged to award the Contract to the Proposer that submitted the lowest priced Proposal.

32. Award Criteria

Prior to the expiration of Proposal validity, IRENA shall award the Contract to the qualified Proposer with the highest score based on the evaluation method indicated in the **Data Sheet** (DS no. 22).

33. Contract Signature

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

34. Performance Security

34.1 A performance security, if required, shall be provided in the amount and form and by the deadline indicated in the **Data Sheet** (DS nos. 9 and 10), as applicable.

34.2 Failure of the successful Proposer to comply with the requirement of RFP Clause 33 or RFP Clause 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the performance security if any, on which event IRENA may award the Contract to the Proposer with **the second highest rated Proposal or call for new Proposals.**

35. 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 ten per cent (10%) of the total offer, without any change in the unit price or other terms and conditions.

36. Bank Guarantee for Advance Payment

Except when the interests of IRENA so require, it is IRENA's policy to make no advance payment(s) on contracts. In the event that the Proposer requires an advance payment and if such request is duly accepted by IRENA, and the said advance payment exceeds 20% of the total proposal price or the amount of \$30,000, IRENA shall require the Proposer to submit a bank guarantee in the same amount as the advance payment and in the form provided in Section 11.

37. Proposer's Conference

When appropriate, a pre-proposal conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the Proposers' conference will be either posted on the IRENA website or disseminated to the individual firms that have registered or

expressed interest in the RFP, whether or not they attended the conference. No statement made during the conference shall modify the terms and conditions of the RFP unless such statement is issued as an amendment in the form of a Supplemental Information to the RFP.

38. Vendor Protest

The 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 Proposers whose Proposals were rejected. In the event that you believe you have not received fair treatment; the following email provides further details regarding IRENA vendor protest procedures: awardreview@irena.org.

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Instructions to Proposers

DATA SHEET

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 Data Sheet, the provisions in the Data Sheet shall prevail.

| DS no. | Data | Specific Instructions |
|--------|---|---|
| 1. | Reference number: | RFP-2019/011 |
| 2. | Title of Services/Work: | Provision of services to provide compensation to the staff members of IRENA in the event of death, injury or illness attributable to the performance of official duties on behalf of IRENA. |
| 3. | Country: | <i>Services to be provided worldwide</i> |
| 4. | Language of the Proposal: | English only |
| 5. | Conditions for submitting Proposals for parts or sub-parts of the TOR | <input type="checkbox"/> Allowed <i>[if yes, describe how and ensure that requirements properly define the sub-parts.]</i> <input checked="" type="checkbox"/> Not allowed |
| 6. | Conditions for submitting alternative Proposals | <input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered A Proposer may submit an alternative Proposal, but only if it also submits a Proposal that meets the base case. IRENA shall only consider the alternative Proposals offered by the Proposer whose Proposal for the base case was determined to be the Proposal with the highest evaluated score. |
| 7. | A pre-proposal conference will be held: | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |
| 8. | Period of Proposal validity | <input type="checkbox"/> 90 days |

| | | |
|-----|---|--|
| | commencing on the deadline of submission of Proposals | <input checked="" type="checkbox"/> 120 days |
| 9. | Performance security | <input type="checkbox"/> Required Amount: <i>[insert]</i> Deadline: <i>[insert]</i> days after execution of the Contract <input checked="" type="checkbox"/> Not required |
| 10. | Acceptable forms of performance security | <input type="checkbox"/> Bank guarantee (See Section 11 for template) <input type="checkbox"/> Manager's cheque/cashier's cheque/certified cheque <input type="checkbox"/> Others <i>[please specify]</i> <input checked="" type="checkbox"/> Not applicable |
| 11. | Validity of performance security | <i>[indicate number of days, but minimum of 90] days from the last day of Proposal submission</i> <input checked="" type="checkbox"/> Not applicable |
| 12. | Proposal prices shall be subjected to taxation | <input type="checkbox"/> Yes, please submit Proposal prices inclusive of all applicable taxes <input checked="" type="checkbox"/> No, please submit Proposal prices exclusive of all taxes |
| 13. | Advanced payment upon signing of contract | <input type="checkbox"/> Allowed up to a maximum of ____% of the contract price <input checked="" type="checkbox"/> Not allowed |
| 14. | Liquidated damages | <input checked="" type="checkbox"/> Will not be imposed <input type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: <i>[insert]</i> Maximum number of days of delay: <i>[insert]</i> After which IRENA may terminate the Contract. |

| | | |
|-----|---|---|
| 15. | Preferred currency of Proposal and method for currency conversion | [USD] |
| 16. | Deadline for submitting requests for clarifications/questions | [4] days before the submission date. |
| 17. | Contact Details for submitting clarifications/questions | <p>Focal Person in IRENA: <i>Luay Shalkhoub</i></p> <p>Address: Abu Dhabi – Masdar City, United Arab Emirates</p> <p>Tel No.:00971-2-4179000</p> <p>E-mail address dedicated for this purpose: Lshalkhoub@irena.org or procurement@irena.org</p> |
| 18. | No. of copies of Proposal that must be submitted | <p>Originals: one original of the technical proposal. One original of the financial proposal.</p> <p>Copies: three copies of the technical proposals</p> <p>Soft copy: USB or CD to be included in the Technical Proposal</p> |
| 19. | Proposal submission address | <p>Procurement Section International Renewable Energy Agency IRENA Headquarters Masdar City Abu Dhabi, United Arab Emirates Tel: 00971-24179000</p> |
| 20. | Deadline of submission of Proposals | <p>Date: 19th May 2019</p> <p>Time: 15.00 hrs Abu Dhabi Local time</p> |
| 21. | Date, time and venue for opening of Proposals | <p>Date: 20th May 2019</p> <p>Venue: IRENA HQ-opening committee</p> |
| 22. | Evaluation method to be used in selecting the most responsive Proposal | <p><input checked="" type="checkbox"/> Combined scoring method, using the 70%-30% distribution for Technical and Financial Proposals, respectively.</p> |
| 23. | Required documents that must be submitted to establish qualification of | <p><input checked="" type="checkbox"/> Company profile, which should <u>not</u> exceed forty (40) pages, including CVs of all personnel that shall be performing the</p> |

| | | |
|-----|--|---|
| | Proposers (In “Certified True Copy” form only) | <p>Services, projects implemented, and details relevant to the Services being procured.</p> <p><input checked="" type="checkbox"/> Valid certificate of registration of the business, including Articles of Incorporation or equivalent document if Proposer is not a corporation.</p> <p><input checked="" type="checkbox"/> Quality certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any.</p> |
| 24. | Other information related to the RFP | <p>This Request for Proposal (RFP) may contain confidential and proprietary information that is provided for the sole purpose of permitting [insert here the same name otherwise used in RFP to refer to the recipient of the RFP] to respond to the RFP. [Same] agrees to maintain the information provided in the RFP as well as any further information that may be provided to [same] from time during the RFP process in confidence and not to copy nor disclose such information to any person other than those persons responsible for preparing a response to this RFP. Such information may not be used for any purpose other than the preparation of a response to this RFP</p> |
| 25. | Expected date for commencement of Contract | <i>1 August 2019</i> |
| 26. | Criteria for the evaluation of Proposals | <p>As specified in the TOR</p> <p><u>Important note:</u> The specified points are only suggested and may be modified based on the nature and demands of the TOR. However, ABSOLUTELY NO CHANGES to this table may be made by IRENA after the deadline of submission of Proposals.</p> |

Section 3-A: Terms of Reference (TOR)

Section 3- B Directive 2012/1 of 14 February 2012

Other documentation_ salary scale_ pensionable remuneration

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Technical Evaluation:

The Technical evaluation will consist of three stages:

1. Stage 1: as indicated in (table A): ‘Mandatory Technical Requirements’ will be considered on a Pass or Fail basis – i.e. failure to comply with all these points will disqualify the bidder for Stage 2 evaluation. Please fill in table A, sign and stamp. Submit with proposals submission form.

2. Stage 2: the technical proposals shall be evaluated based on the criteria listed hereunder. The passing score for this stage is 70%, which will qualify the proposers to the following stage. Overall weight for the technical proposal is 70%.

3. Stage 3: scores from stage two will be calculated. Those who attain 70% and above shall have their financial proposals open. Overall weight for the financial proposal is 30%.

IRENA reserves the right to negotiate rates and fees to reach to a mutual agreement should this be needed.

Stage 1

Table A

ADMINISTRATIVE INFORMATION

“Mandatory Technical Requirements” will be considered on a Pass or Fail basis – i.e. failure to comply with any of these points will disqualify the bidder for Stage 2 evaluation.

PLEASE FILL IN THIS FORM AND SUBMIT WITH YOUR PROPOSAL

| Mandatory Technical Requirements | YES | NO | comments |
|---|-----|----|----------|
| 1. Compliance with Section 3-A Terms of Reference (TOR) attached to this RFP. | | | |
| 2. Compliance with Section 3-B Directive 2012/1 of 14 February 2012 attached to this RFP. | | | |
| 3. Company experience in this type of insurance – Minimum of 10 years. Provide relevant licenses and supporting documentation on experience. | | | |
| 4. Geographical Limit - Worldwide coverage (ranking will be based on number and location of offices, branches). | | | |
| 5. Commitment to a Client Defined Service Level Agreement | | | |
| 6. Comprehensive Management Information Reporting | | | |
| 7. Medical History Disregarded / No Individual Medical Underwriting (pre-existing conditions covered) | | | |
| 8. Prior experience of similar insurance services for the public sector and / or international organizations. List of contracts meeting the requirements including client name. | | | |
| 9. Capability to cover the sum insured of the options indicated below in the financial proposals. Insurance company to provide certification of credit capability. Provide the last three years annual report or audited financial statement 2016-2017-2018 | | | |

Authorised Signature _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this with your corporate seal, if available]

Stage 2

TECHNICAL EVALUATION CRITERIA

| Technical Evaluation - Criteria | | | |
|--|--|--------------------|------------|
| | TECHNICAL PROPOSAL | | Max points |
| | | | 100 |
| 1 | SCHEDULE OF BENEFITS: | Sub total 1 | 40 |
| 1.1 | Compliance with IRENA's TOR | | 20 |
| 1.2 | Proposed Methodology and Approach to meet the requirements of the TOR | | 10 |
| 1.3 | Deviation from the TOR /list of exclusions | | 10 |
| 2 | POLICY AND CLAIMS ADMINISTRATION: | Sub total 2 | 30 |
| 2.1 | Claims Administration | | |
| | Provide narrative description of how the additions/deletions of members and invoicing will be processed (Yes /No) and provide screenshots of the online services | | 10 |
| | Provide average process timeline for claims processing / settlement | | 10 |
| 2.2 | Dedicated staff to the administration of IRENA insurance plan including qualifications and experience of personnel to be assigned (Yes / No) | | 10 |

| | | | |
|----------|---|--------------------|--------------------------|
| 3 | INSTITUTIONAL STANDING: (this information will facilitate the evaluation of the company's substantive reliability as well as financial and managerial capacity to provide the services required) | Sub total 3 | 15 |
| 3.1 | Brief history of your company, size/age, financial stability and global presence of the organisation, number of insured members globally (list of regions or countries) under your Death and Disability plans | | Informational (no marks) |
| 3.2 | Expertise and experience in handling International Death & Disability plans for large International Organisations, UN common system organisations or other organisations similar to IRENA– provide your claim processing flow chart and documentary certificate, including a list of key clients (at least three international organisations) | | 10 |
| 3.3 | Certifications/quality standards such as ISO or industry awards, major project success achieved in last three years | | 5 |

| | | | |
|-----|--|--------------------|--------------------------|
| 3.4 | Describe partnerships/amalgamations | | Informational (no marks) |
| 4 | LEVEL OF EXPERIENCE WORKING WITH INTERNATIONAL ORGANIZATIONS: (measured by number and length of working relationships). Particular attention shall be provided to working relationships with international organizations similar to IRENA. References should be provided for each working relationship. | Sub total 4 | 10 |
| 4.1 | Provision of minimum 3 references from International Organizations of current major customers for quality check; provide point of contact information (name, email, telephone number) | | 10 |
| 5 | SUITABILITY OF PROPOSED INVOICE MODEL: | Sub total 5 | 5 |
| 5.1 | To be invoiced on monthly basis with a possibility to enrol new members as of start date of contract and prorate amounts paid for staff joining and separating from services during the year. | | 5 |
| 6 | Unique selling points and any additional information you may wish to share with us that would set you apart from the competition:(will be considered in case of bidders attain identical scoring) | | Informational (no marks) |

Section 4: General Terms and Conditions for Professional Services

1. DEFINITIONS

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

“Agency” means the International Renewable Energy Agency.

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

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

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

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

2. LEGAL STATUS

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

3. PAYMENT TERMS

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

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

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

(a) The Contractor shall supervise and be responsible for the professional and technical competence of its employees and shall select, for

work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

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

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

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

5. SOURCE OF INSTRUCTIONS

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

6. OFFICIALS NOT TO BENEFIT

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

7. ASSIGNMENT AND INSOLVENCY

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

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

8. SUBCONTRACTING

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

9. INDEMNIFICATION

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

10. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

connection with the implementation of the Contract.

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

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

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

(i) Name the Agency as additional beneficiary (additional insured);

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Agency;

(iii) Provide that the Agency shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

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

11. ENCUMBRANCES/LIENS

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

12. TITLE TO EQUIPMENT

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

13. OBSERVANCE OF THE LAW

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

14. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

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

15. CONFIDENTIALITY

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

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

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

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

17. FORCE MAJEURE

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

(b) In the event of or as soon as possible after the occurrence of any cause constituting *force majeure*, the Contractor shall give notice and full particulars in writing to the Agency of such occurrence if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Contractor shall also notify the Agency of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with the Contractor's

performance under the Contract. Upon receipt of the notice required under this Article, the Agency shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

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

18. AMENDMENT

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

19. TERMINATION

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

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

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

(d) Should the Contractor be adjudicated bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the

benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the Agency may, without prejudice to any other right or remedy it may have under the Contract terminate the Contract forthwith. The Contractor shall immediately inform the Agency of the occurrence of any of the above events.

20. SETTLEMENT OF DISPUTES

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

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

interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

21. PRIVILEGES AND IMMUNITIES

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

Section 5: – None disclosure Agreement (NDA)

This Non-disclosure agreement is entered into between the International Renewable Energy Agency (IRENA) and **[Name of the Company]** (hereinafter “the Recipient”).

1. IRENA may disclose to the Recipient or the Recipient may otherwise obtain access to information owned by IRENA, non-public personal information or other information that IRENA considers confidential (hereinafter “Information”) in connection with services to be performed by the Recipient under any contract that may be concluded between IRENA and the Recipient resulting from RFP **[RFP number]** of **[date of RFP]** (hereinafter “Services”).

2. The Recipient shall use best commercially reasonable efforts to safeguard the Information, and to prevent any unauthorized access, reproduction, disclosure, or use of the Information other than for the performance of the Services.

3. The Recipient agrees to disclose the Information only to those officers, directors, employees, agents or consultants of the Recipient who need such disclosure for the proper performance of the Services and, in the event the employment or engagement of any such person is terminated agrees to use best commercially reasonable efforts to recover any Information in such person’s custody or control

4. The Recipient shall not remove any copyright notice, trademark notice, or other proprietary legend or indication of confidentiality set forth on or contained in any of the Information.

5. The Recipient shall promptly notify IRENA in writing of any unauthorized use or disclosure of the Information, including a detailed description of the circumstances of the disclosure and the parties involved. In the event that the Recipient is required to disclose any portion of the Information by operation of law, the Recipient may do so provided the Recipient shall immediately notify IRENA in writing and the Recipient shall provide IRENA with reasonable cooperation and assistance in taking any steps reasonably necessary to preserve the confidentiality of any such Information.

6. This Non-Disclosure Agreement will not apply to information and documents which:

- (a) was previously known to the Recipient free of any obligation to keep it confidential and free of any restriction on use and disclosure; or
- (b) Is or becomes publicly available by authorized disclosure by IRENA and without any restrictions on use and disclosure; or
- (c) Is approved for release by written authorization of IRENA.

7. Nothing in this Non-Disclosure Agreement will prevent the Recipient from disclosing confidential information:

- (a) if IRENA has given its prior written consent; or
- (b) If the disclosure is required by law.

8. The Information is provided on an “AS IS” basis; and all representations and warranties, express or implied, are hereby disclaimed.

9. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed to the Recipient or in any confidential rights related thereto.

10. Upon the expiration or early termination of any contract that may have been concluded between IRENA and the Recipient for the Services the Recipient shall permanently destroy or delete any Information in its systems or otherwise in its possession or under its control. Data shall be permanently deleted and shall not be recoverable. The Recipient shall upon IRENA’s request certify in writing to IRENA that such Information has been permanently destroyed or deleted.

11. This Agreement shall not be assignable or transferable by the Recipient without the written consent of IRENA. Any such purported assignment or transfer shall be void without such written consent.

12. In the event of a breach or a threatened breach or intended breach of this Agreement, IRENA, in addition to any other rights and remedies otherwise available to it, has the right to seek injunctive relief, both preliminary and final, enjoining and restraining such breach or threatened or intended breach.

13. This Agreement shall be effective upon the later date of signing and shall continue in effect for as long as the Information is deemed by IRENA to be confidential. The Recipient’s obligations under this Agreement shall survive the expiration of any contract between IRENA and the Recipient for the Services and shall continue until the Information is deemed by IRENA to be nonconfidential.

14. For the purposes of this Agreement, a reference to the Recipient shall include a reference to the Recipient’s employees, officials and agents. In the case of an external user, the recipient undertakes and agrees to cause each of its employees, officials or agents to sign a Non-Disclosure Agreement substantially similar to the present Agreement, as approved by IRENA, and provide it to IRENA as a pre-condition to giving access to such employee, official or agent to the information.

15. In the event of a breach of this Agreement by the Recipient, its employees, officials or agents, in addition to and not in substitution for any other remedy available to IRENA, the Recipient agrees to indemnify and save harmless IRENA from any loss, damage or claim made by third parties arising as a result of such breach.

16. Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of IRENA.

17. This agreement and any dispute arising from it, whether contractual or non-contractual, will be governed in accordance with the UNCITRAL Arbitration Rules as at present and in force. The arbitral tribunal shall take into account the internationally recognised general principles of commercial transactions and shall have no authority to award punitive damages. IRENA and the

Recipient shall be bound by an arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

IN WITNESS WHEREOF, the Parties have signed this Agreement in two (2) originals on the date set forth below:

For the International Renewable Energy Agency

For [Name of the Company]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Section 6: Proposal Submission Form¹

*This form **must** be returned along with the submission signed and stamped by an authorised person.*

To: IRENA, Chief Procurement Officer
IRENA HEADQUARTER MASDAR CITY – ABU DHABI, UNITED ARAB EMIRATES

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services as described in your Request for Proposal RFP/2019/011 dated 18 April 2019 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under separate sealed envelopes.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation may lead to our disqualification.
- b) We are currently not on any United Nations sanctions list;
- c) We have no outstanding bankruptcy proceedings or pending litigation or legal action that could impair our operation as a going concern;
- d) We do not employ or otherwise engage, nor anticipate employing or engaging during the performance of the services required under the RFP any person who is or was recently employed by IRENA.

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 for Professional Services of IRENA.

We agree to abide by this Proposal for 120 days.

We fully understand and recognise 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.

Yours sincerely,

Authorised Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this with your corporate seal, if available.]

¹ No deletion or modification may be made to this form. Any such deletion or modification may lead to the rejection of the Proposal.

Section 7: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form²

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

RFP no.: *[insert number]*

Page _____ of _____ pages

| | | |
|--|----------------------------------|--|
| 1. Proposer's legal name: <i>[insert Proposer's legal name]</i> | | |
| 2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i> | | |
| 3. Actual or intended Country/ies of registration/operation: <i>[insert actual or intended Country of registration]</i> | | |
| 4. Year of registration: <i>[insert Proposer's year of registration]</i> | | |
| 5. Countries of operation: | 6. No. of staff in each Country: | 7. Years of operation in each Country: |
| 8. Legal address/es in Country/ies of registration/operation: <i>[insert Proposer's legal address in country of registration]</i> | | |
| 9. Value and description of top three (3) biggest contracts for the past five (5) years: | | |
| 10. Latest credit rating (if any): | | |
| 10. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved: | | |
| 12. Proposer's authorised representative information Name: <i>[insert authorised representative's name]</i> Address: <i>[insert authorised representative's name]</i> Telephone/Fax numbers: <i>[insert authorised representative's name]</i> Email address: <i>[insert authorised representative's name]</i> | | |
| 13. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law. | | |

² The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if registered)³

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

RFP No.: *[insert number]*

Page _____ of _____ pages

| | | |
|--|----------------------------------|--|
| 1. Proposer's legal name: <i>[insert Proposer's legal name]</i> | | |
| 2. JV's party legal name: <i>[insert JV's Party legal name]</i> | | |
| 3. JV's party Country of registration: <i>[insert JV's Party country of registration]</i> | | |
| 4. Year of registration: <i>[insert Party's year of registration]</i> | | |
| 5. Countries of operation: | 6. No. of staff in each Country: | 7. Years of operation in each Country: |
| 8. Legal address/es in Country/ies of registration/operation: <i>[insert Party's legal address in country of registration]</i> | | |
| 9. Value and description of top three (3) biggest contracts for the past five (5) years: | | |
| 10. Latest credit rating (if any): | | |
| 1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved: | | |
| 13. JV's party authorised representative information Name: <i>[insert name of JV's party authorised representative]</i> Address: <i>[insert address of JV's party authorised representative]</i> Telephone/fax numbers: <i>[insert telephone/fax numbers of JV's Party authorised representative]</i> Email Address: <i>[insert email address of JV's Party authorised representative]</i> | | |
| 14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <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. | | |

³ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

Section 8: Technical Proposal Form

| |
|---|
| <p>TECHNICAL PROPOSAL</p> <p>[INSERT TITLE OF THE SERVICES]</p> |
|---|

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in a separate envelope.

| | |
|--|--|
| Name of Proposing organization / firm: | |
| Country of registration: | |
| Name of contact person for this Proposal: | |
| Address: | |
| Phone / Fax: | |
| Email: | |

| SECTION 1: EXPERTISE OF FIRM/ ORGANISATION | | | | | | |
|--|--------|----------------|--------------------|--------------------------------|--------------------------|---|
| <p><i>This section should fully explain the Proposer’s resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p> | | | | | | |
| <p>1.1 Brief description of Proposer as an entity: Provide a brief description of the organisation / firm submitting the Proposal, its legal mandates/authorised 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.</p> | | | | | | |
| <p>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 receipt by the relevant government’s Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p> | | | | | | |
| <p>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.</p> | | | | | | |
| Name of project | Client | Contract value | Period of activity | Types of activities undertaken | Status or date completed | References contact details (name, phone, email) |
| | | | | | | |
| | | | | | | |

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR 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 requirements.

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. Implementation timelines: The Proposer shall submit a Gantt chart or Project schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

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.

2.5. Risks/mitigation measures: Please describe the potential risks for the implementation of this Project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and monitoring: If required in the TOR, please provide a brief description of the mechanisms proposed for this project for reporting to IRENA and partners, including a reporting schedule.

2.7. Anti-corruption strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organisations that are planned for the implementation of the Project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9. Statement of full disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Clause 5 of Section 2 of the RFP, if any.

2.10. Other: Any other comments or information regarding the Project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

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

3.2 Staff time allocation: Provide a spreadsheet 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. Any substitution shall be made only with IRENA's approval of the justification for the substitution and with IRENA's approval of the replacement, who shall be of either equal or superior credentials to the one being replaced and which shall not involve any additional cost to 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. Please use the format below:

| | | |
|---|--|--|
| Name: | | |
| Position for this Contract: | | |
| Nationality: | | |
| Contact information: | | |
| Countries of work experience: | | |
| Language skills: | | |
| Educational and other qualifications: | | |
| Summary of experience: <i>Highlight experience in the region and on similar projects.</i> | | |
| Relevant experience (from most recent): | | |
| Period: From – To | Name of activity/project/ funding organisation, if applicable: | Job title and activities undertaken/description of actual role performed: |
| <i>e.g. June 2004-January 2005</i> | | |
| <i>Etc.</i> | | |
| <i>Etc.</i> | | |
| Reference no.1 (minimum of 3): | <i>Name Designation Organisation Contact Information – Address; Phone; Email; etc.</i> | |
| Reference no.2 | <i>Name Designation Organisation Contact Information – Address; Phone; Email; etc.</i> | |
| Reference no.3 | <i>Name Designation Organisation Contact Information – Address; Phone; Email; etc.</i> | |
| Declaration: | | |
| I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement. | | |
| _____ | | |
| Signature of the Nominated Team Leader/Member | | Date Signed |

Section 9: Financial Proposal Form

The Proposer is required to submit the Financial Proposal in a separate envelope from the rest of the RFP response as indicated in Clause 21 of the Instructions 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.

A. Cost breakdown:

Option 1:

Aggregate limit of liability USD 100,000.000 any one event
 Aggregate limit of liability USD 5,000.000 any one insured

| | | |
|----|--|--------------|
| 1) | Annual premium rate to Insure IRENA staff members for all liabilities specified by the Directive and TOR. IRENA requires that proposals for coverage are based on a percentage rate of the total annual pensionable remuneration (APR) (*) | % Rate ----- |
|----|--|--------------|

Option 2

Aggregate limit of liability USD 50,000.000 any one event
 Aggregate limit of liability USD 5,000.000 any one insured

| | | |
|----|--|--------------|
| 1) | Annual premium rate to Insure IRENA staff members for all liabilities specified by the Directive and TOR. IRENA requires that proposals for coverage are based on a percentage rate of the total annual pensionable remuneration (APR) (*) | % Rate ----- |
|----|--|--------------|

Name of bidder/firm:___

Address:

Signature of authorised person: _

Stamp of bidder:

Important notes:

1. IRENA's addresses:

- a. IRENA headquarters, Masdar City, Abu Dhabi, United Arab Emirates and including;
- b. IRENA Innovation Technology Centre, Robert-Schuman-Platz 3, Bonn – Germany (will move to a new building in Bonn during June or July 2019).
- c. IRENA Uganda House 336 East 45th Street, New York, United States of America

2. Rules governing award of compensation:

- a. Section 3-A Terms of Reference and
- b. Section 3-B IRENA's ST/Directive/2012/1 of 14th February 2012

3. Deductible; None

4. Risk mitigation allowance: 4% or gross premium, upto USD 10,000 (or currency equivalent)

Intentionally left blank

Section 10 – Form for Performance Security

This must be finalised using the official letterhead of the issuing bank. Except for indicated fields, no changes may be made to this template.

To: IRENA
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [insert Contract number] dated [insert Contract date], to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by IRENA of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:

Name of Bank:

Address:

Section 11: Form of Bank Guarantee for Advance Payment

This must be finalised using the official letterhead of the issuing bank. Except for indicated fields, no changes may be made to this template.

Note: All italicized text is for indicative purposes only to assist in preparing this Form and shall be deleted from the final product.

_____ *[Bank's name, and address of issuing branch or office]*
Beneficiary: _____ *[Name and address of IRENA as provided in Data Sheet]*
Date: _____
Advance Payment Guarantee No.: _____

We have been informed that *[name of company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the Contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we, *[name of Bank]*, hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)⁴ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

⁴ The Guarantor Bank shall insert an amount representing the amount of the advance payment and denominated in the currency of the advance payment as specified in the Contract.