

## REQUEST FOR QUOTATION (RFQ) – Services – Addendum 1

NAME & ADDRESS OF FIRM	DATE: 03/06/2021
	IRENA REFERENCE: RFQ/2021/006

Dear Sir / Madam:

We kindly request you to submit your quotation for the consultancy for Commercial Treatment of Firm Capacity and its Use for **Contracting Renewable Generation Projects via Power Purchase Agreements in Central America**, details of which are in Annex 1 of this RFQ.

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

Quotations may be submitted on or before **Monday, 21 June 2021 at 16:00 Hours Abu Dhabi Time Zone** and via emails on [bids@irena.org](mailto:bids@irena.org) address to below:

**International Renewable Energy Agency (IRENA) Headquarters**

Procurement Office  
Masdar city  
P.O. Box 236  
Abu Dhabi, United Arab Emirates

**CONTACT PERSON:**

Luay Shalkhoub  
Chief Procurement Officer  
[procurement@irena.org](mailto:procurement@irena.org)

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

Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> NA
Delivery Address / Location	<b>IRENA Headquarters</b> Masdar city P.O. Box 236 Abu Dhabi, United Arab Emirates
Method of RFQ Submission:	<b><u>RFQ for Services:</u></b> One submission via email on <a href="mailto:Bids@irena.org">Bids@irena.org</a> with Technical and Financial offer, clearly labeled with bidders' name, address and the RFQ reference number RFQ/2021/006
Delivery Date	<input type="checkbox"/> Timeline as mentioned in the deliverables section of TORs (Annex 1)
Preferred Currency of Quotation <sup>1</sup>	<input type="checkbox"/> United States Dollars
Tax on Price Quotation	<input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
Payment Terms	<input type="checkbox"/> 100% within 30 days upon IRENA's acceptance of the services delivered as specified and receipt of invoice
Conditions for Release of Payment	<input type="checkbox"/> Completion of Services as per Contract deliverables
Other after-sale services / support required	<input type="checkbox"/> Not required
Deadline for the Submission of Quotation	<input type="checkbox"/> <b>Monday, 21 June 2021 at 16:00 Hours Abu Dhabi Time Zone</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input type="checkbox"/> English

<sup>1</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies

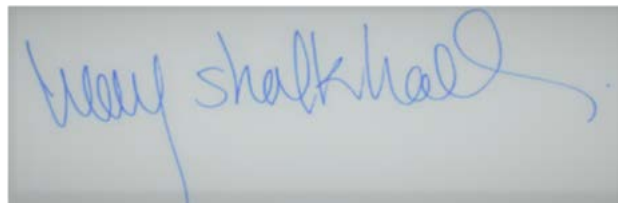
Additional documents to submit	<input type="checkbox"/> Certificate of Registration, <input type="checkbox"/> Company Profile <input type="checkbox"/> CV's of personnel to be engaged
Warranties	NA
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days
Partial Bids / Partial Awards / Split Awards	<input type="checkbox"/> Not permitted
Evaluation Criteria [ <i>check as many as applicable</i> ]	<input type="checkbox"/> <b>For Services:</b> Bids are scored on a combined score - Technical Offer is 70% (according to the technical evaluation criteria in the TOR) and the Financial is 30%. The cut off technical score is 70%.
Annexes to this RFQ	<input type="checkbox"/> Terms of References (TOR) (Annex 1) <input type="checkbox"/> Form for Submission of Quotation (Annex 2) <input type="checkbox"/> General Terms and Conditions for Professional Services (Annex 3) <input type="checkbox"/> IRENA – Professional Services Contract Template (Annex 4)  Non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this bidding process.
Contact Person at IRENA for Inquiries	Arslan Ahmad Procurement Assistant <a href="mailto:procurement@irena.org">procurement@irena.org</a>
Deadline of request for clarification	<input type="checkbox"/> Thursday, 17 June 2021 at 23:59 Hours Abu Dhabi Time Zone

- a. Services proposed shall be reviewed based on completeness and compliance of the quotation with the minimum specifications or as described in the Terms of Reference (TOR) above and or any other annexes providing details of IRENA's requirements.
- b. The quotation that complies with all the specifications (TOR evaluation criteria) and requirements and offers the lowest price shall be selected. Any offer that does not meet the requirements shall be rejected.

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

Sincerely yours,

Luay Shalkhoub  
Chief Procurement Officer IRENA  
03-06-2021



## Annex 1

### Terms of Reference (TOR) Services

#### FIRM CAPACITY AND PPAs CAPACITY BUILDING PROGRAMME

#### Commercial Treatment of Firm Capacity and its Use for Contracting Renewable Generation Projects via Power Purchase Agreements in Central America

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### 1. BACKGROUND

#### 1.1. ABOUT IRENA

The International Renewable Energy Agency (IRENA) is an inter-governmental organisation, mandated by member states around the world to promote the widespread, increased adoption and sustainable use of all forms of renewable energy. IRENA developed the Clean Energy Corridor of Central America (CECCA) initiative in 2015 to support the accelerated deployment of renewables at the regional level in Central America and, in the context of the SIEPAC line interconnecting Guatemala, Honduras, El Salvador, Nicaragua, Costa Rica and Panama, promote the cross-border trade of electricity coming from clean energy sources. CECCA is built around key pillars of implementation: power system operations and regulatory frameworks for increasing VRE shares; country and regional power system planning with renewables; zoning and renewable resource assessment; and capacity building and information dissemination.

#### 1.2. PROJECT BACKGROUND

The implementation of the CECCA initiative started within the pilot country Panama, in conjunction with Panama Renewables Readiness Assessment (RRA) report. Following stakeholder consultations and expert meetings, IRENA identified a regulatory component focus for CECCA: assessing power purchase agreements (PPAs) for solar and wind energy.

In this context, IRENA provided technical assistance to Panama through the development of a financial model, that uses cash flows to assess the implications of investment frameworks in the country, particularly the PPAs. Continuous engagement between IRENA and Panamanian stakeholders informed of the development of the tool and the interpretation of its results. Based on the tool, the agency developed practical recommendations to inform the ongoing review process of investment conditions, and used the tool to raise local investors' awareness regarding investment risks associated to wind and solar photovoltaic.

Aiming to expand IRENA's support on assessing PPAs to other Central American countries, the Agency has identified that the concept of firm capacity is a key component affecting the remuneration system for variable renewable energy (VRE) in the region. The firm capacity concept is used in energy markets throughout Central America with the purpose of assessing the reliability of the power supply, with a direct effect on the cost structure for the power generator as well as for the final price and payment received for the energy provided.

By the time the legislation defining the tariff scheme of the energy sector in each country in Central America was articulated, hydro and thermal generation were the most common electricity generation technologies, leaving variable renewable energies (VRE) behind. For thermal and hydro technologies, firm

capacity calculations involve different elements such as the availability of the resource, the meteorological conditions, the technical situation of the power plant, the energy demand, among others. On the VRE side, the definition of firm capacity seems to be undervalued in many cases, prompting legislation in the region to quickly move forward to better define, calculate and assign adequate firm capacity values to solar photovoltaic and wind.

## **2. OBJECTIVE**

IRENA will develop a stakeholder consultation, guidebook and capacity building programme focused on reaching a widely accepted definition of firm capacity for VRE, analysing its use and effects in contracts for power RE projects via Power Purchase Agreements (PPAs) in Central America. This study will address the key factors for the assignment of a fairer valuation of firm capacity that clearly represents the financial viability of VRE projects. The study will collect experiences and best practices, both regionally and globally and will canalise the results through the IRENA PPA tool, using a country case study from Central America.

## **3. SCOPE OF WORK**

The completion of the proposed work requires the participation of a consulting services provider that completes the development and implementation of the following activities:

- I. **Stakeholder consultation:** collect information from policymakers, regulators, market operators and RE project developers from the public and private sectors, of all Central American countries, aiming to understand the regulation and definition of firm capacity in each country, together with its use in long-term contracts of RE projects. Stakeholders from the whole Latin American region and other countries worldwide will also be considered in identifying best practices.
- II. **Development of guidebook:** The outcome of the consultation stage will be part of a guidebook aiming at transforming the main lessons (e.g., identified challenges and solution pathways) into actionable guidelines, such that countries can readily identify relevant concepts, follow key guidelines and implement changes on the regulatory and commercial use of firm capacity, including impacts on PPA design. The guidebook should have a maximum of 50 pages plus annexes, if annexes are considered necessary.
- III. **Capacity building activities:** Based on the guidebook, the capacity building activities intend to support policymakers, regulators and market operators of all Central American countries in improving the investment environment for RE projects in their respective countries as well as stakeholders from the private sector, who are currently developing projects in the region.

The whole project aims to address: (i) the definition of firm capacity, focusing on best practices to capture the real contribution of renewable generation technologies to the reliability of electricity supply in power systems in Central America; and (ii) the commercial handling of firm capacity in electricity markets, with emphasis on its value in the contracting of new renewable generation via Power Purchase Agreements (PPAs).

The consulting services entity should develop the tasks in close coordination with IRENA, assuring a frequent written communication to report on the progress achieved. The scope of work includes but it is not strictly limited to the activities detailed in the sections below.

### **3.1.1. Stakeholder consultation**

During the consultation process, the consulting services entity will:

- I. Carry out a review on the existing regulatory frameworks and definition of firm capacity for VRE in the Central American countries, together with some countries from Latin America and beyond the region. The countries outside Central America will be selected in agreement with IRENA.
- II. Identify stakeholders from the public and private sector as well as international financial institutions and financiers to undertake a series of consultations, including interviews and questionnaires. Interview questions and questionnaires will be elaborated in coordination with IRENA.
- III. Provide a draft structure for the guidebook. The guidebook should have a friendly structure to the user, facilitating the identification of key concepts, and allowing quick consultations when required.
- IV. Organise a virtual meeting to provide an overview of the preliminary findings of the consultation process and receive feedback from key stakeholders in the region. The consulting services entity will be responsible for the development of a presentation and supporting content for the meeting, in coordination with IRENA. IRENA will provide the virtual platform for the meeting, and support with the logistics.

**Deliverable 1:** *Interview questions, questionnaires and summary with preliminary findings of the consultation process (including review of existing regulatory frameworks and identified challenges faced by countries).*

**Deliverable 2:** *Draft structure for the guidebook.*

**Deliverable 3:** *Virtual meeting to present preliminary findings of the consultation process.*

### **3.1.2. Development of Guidebook**

Building on Deliverables 1, 2 and 3, the consulting services entity will:

- i. In-depth review of the existing literature, to complement the outcomes for the consultation process (If required).
- ii. The guidebook should at least include the following relevant topics:
  - a) Status of regulatory frameworks for VRE in Central America
  - b) Overview of the existing definitions of firm capacity in the region, identifying challenges faced by VRE project developers.
  - c) Demand management and requirements from off-taker to secure the power supply.
  - d) Identify case studies, best practices and lessons learnt from Central American, Latin American and other countries around the world. Examples should be clear in form of case studies and include different VRE technologies.
  - e) Linking the definition of firm capacity with its commercial use, especially in the framework of Power Purchase Agreements (PPA)

- iii. Elaborate country case study using IRENA PPA Tool to assess (among others) the definition of firm capacity for VRE, reflecting the impact on the remuneration system from existing PPAs. Country selection will be in coordination with IRENA.
- iv. Provide final version of the guidebook in English, including comments and feedback from IRENA and external reviewers, according to IRENA's process. IRENA will cover the editing, design, translation and potential printing of the guidebook.

***Deliverable 4:** First draft of the guidebook for IRENA's revision, including most of the components above highlighted (max. 50 pages). Country case studies can be under development at this stage.*

***Deliverable 5:** Development of a country case on the PPA tool, providing a brief summary with results to be presented to the country.*

***Deliverable 6:** Final version of the guidebook including IRENA's review process. The document should be ready for editing, design and translation.*

### **3.1.3. Capacity building activities**

Following the completion of the guidebook, the consulting services entity will support the capacity building activities in the framework of the project by delivering lectures in one in-person workshop (of approx. 2 days approx.), when possible. The capacity building activities will target policymakers, regulators and market operators of all Central American countries on improving the investment environment for RE projects in their respective countries as well as stakeholders from the private sector, who are currently developing projects in the region. The consulting services entity will be required to deliver the training, in coordination with IRENA. The training can be complemented with manuals and training materials used for the PPA Tool, part of capacity building activities in other regions. IRENA will be responsible of the organisation and logistical arrangements of the events. The related expenses of travel for one or two trainers (flights in economy) will be covered by IRENA on reimbursable basis, as per the IRENA rules.

***Deliverable 7:** Training material (presentations) and brief summary of the outcomes of the workshop, highlighting important topics where IRENA would be able to provide technical support at a bilateral level, outlining the future engagement of the Agency on the topic (max. 20 pages).*

***Note:** The guidebook should have the adequate tone and language for a non-expert audience, it should not only be informative, but also be instructional. The writer should use of graphics and tables abundantly, including pictures of real projects exemplifying good and bad practices. No graphic may be reproduced from an external source without clear copyright permission.*

## **4. RESPONSIBILITIES OF THE CONSULTING SERVICES ENTITY AND OUTPUT**

The consulting services entity will be responsible for developing a guidebook and capacity building activities covering the scope of work and deliverables presented in section 3 of this Terms of Reference. The contractor will be responsible of elaborating and supplying the deliverables of the study mentioned in this Terms of Reference under the publication policies and guidelines of IRENA, the IRENA/OECD style requirements and the anti-plagiarism policy.

### **4.1. IRENA/OECD STYLE REQUIREMENT**



Reports, working papers or other documents prepared for IRENA must conform to IRENA/OECD style requirements. These requirements are outlined in IRENA’s style guide (IRENA Publications: A Short Guide – PDF attached) 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.

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.

#### **4.2. ANTI-PLAGARISM 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.

All documents submitted as part of this contract will be the intellectual property of IRENA. IRENA would be free to share the documents with its partners

#### **4.3. QUALITY COMPLIANCE REQUIREMENTS**

After the first draft of the document is submitted by the consultant, the document shall go through IRENA’s standard quality control process:

- a) IRENA’s internal and cross-divisional review, followed by a new version by the contractor incorporating the required improvements;
- b) External peer-review, legal review by IRENA’s legal department and technical review by IRENA’s dedicated technical reviewer followed by a new version by the contractor (Intermediate draft) incorporating the required improvements;
- c) Editorial review by IRENA’s Publications Office, followed by a new version by the contractor incorporating the required improvements;
- d) Final approval by division director, followed, if necessary, by a new version by the contractor (Final draft) incorporating the required improvements.

#### 4.4. ADDITIONAL REQUIREMENTS

The consulting services entity will be required to discuss the project progress by joint video or telephone conference with the project team at IRENA Headquarters, Abu Dhabi, United Arab Emirates.

Note that primary deliverables and all communication with IRENA is to be in English (unless stated otherwise in this TOR), the consulting services entity may utilise translation services for other languages if necessary so long as the quality is equivalent of that provided by a native of the language.

#### 5. TIMELINE

The estimated duration of the work on all the below deliverables is a maximum of 45 man-days, however, the expected number of man-days to be considered for actual costing should not exceed 45 man-days plus/minus 10 man-days on exception.

	<b>Deliverables</b>	<b>Duration</b>
1	Interview questions, questionnaires and summary with preliminary findings of the consultation process	Week 6
2	Draft structure for the guidebook	Week 8
3	Virtual meeting to present preliminary findings of the consultation process	Week 12
4	First draft of the guidebook for IRENA’s revision	Week 18
5	Development of country case in the IRENA PPA tool, providing brief summary with results to be presented to the country	Week 22
6	Final version of the guidebook including IRENA’s review process.	By end 4 <sup>th</sup> quarter 2021
7	Training material (presentations) and brief summary of the outcomes of the workshop	By 1 <sup>st</sup> Quarter 2022

#### 6. EVALUATION CRITERIA

IRENA requires a consulting services entity (single entities or consortium) with proven experience and capacity to provide the required activities and outputs as described above. The consulting

services entity and its proposed project team needs to fulfil the following mandatory technical requirements and meet the qualitative evaluation criteria elaborated in the following sections.

Criteria	Criteria details	Weight (%)
1. Team Capabilities and Experience	<p>The team has technical expertise and qualifications in: 1) developing financial models; 2) assessment and evaluation of power purchase agreements for renewable energy; 3) expertise on assessing regulatory frameworks for renewable energy; and 4) providing lectures/training to targeted groups including policy-makers, civil servants, utilities, etc.</p> <p>Please provide CVs of all staff to be involved with the project and elaborate their individual roles.</p> <p>Team consisting at least of:</p> <ul style="list-style-type: none"> <li>(i) Senior Specialist I, also acting as Project Manager– experience minimum 10 years</li> <li>(ii) Senior Specialist II – experience minimum 6 years</li> <li>(iii) Researcher / Research Assistant– experience minimum 2 years</li> </ul>	<p>10</p> <p>10</p> <p>5</p>
	<p>Experience of the team in production of training material and good understanding of preparing reports for policy-makers or international organisations, especially in the field of renewable energy in Latin America. Provide concrete examples (less than 5 years) with the respective Uniform Resource Locator (URL), when applicable.</p>	10
	<p>Be internationally recognised with expertise in producing key documents on renewable energy promotion, regulatory framework for the energy sector, assessment of Power Purchase Agreements (PPA), with extensive experience in the Latin American region. Present a portfolio of past work on the topics mentioned before.</p>	10
2. Technical proposal	<p>Methodology and elaborated proposal show critical analysis and reflect reference to scientific papers, reliable external databases and information sources. The contractor proposes different approaches and innovative ideas to carry out the assessment and analysis as well as clear approach to understand and adequate the PPA financial model for the development of the country case study.</p>	15
3.	<p>The proposal demonstrates though knowledge and expertise about the policy and regulatory framework of renewable energy in Latin America, highlighting more important financial aspects to be assessed when evaluating renewable Power Purchase Agreements (PPA). Additionally, the proposal highlights main options and capacity building needs for local and national policy makers.</p>	25

4. Implementation plan	The proposal includes a clear and concise implementation plan for the technical proposal indicating team and time that will be dedicated for the project.	15
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*[name of authorized staff]*  
*[designation]*  
*[date]*

**Annex 2**

**SUPPLIER’S QUOTATION<sup>2</sup>**

We, the undersigned, offer to supply the items listed below in conformity with the RFQ specification, terms and conditions:

<b>Deliverables</b>	<b>Description</b>	<b>No of working days</b>	<b>Cost per /day</b>	<b>Total USD</b>
<b>Deliverable 1</b>	Interview questions, questionnaires and summary with preliminary findings of the consultation process			
<b>Deliverable 2</b>	Draft structure for the guidebook			
<b>Deliverable 3</b>	Virtual meeting to present preliminary findings of the consultation process			
<b>Deliverable 4</b>	First draft of the guidebook for IRENA’s revision			
<b>Deliverable 5</b>	Development of country case in the PPA tool, providing brief summary with results to be presented to the country			
<b>Deliverable 6</b>	Final version of the guidebook including IRENA’s review process.			
<b>Deliverable 7</b>	Training material (presentations) and brief summary of the outcomes of the workshop			
<b>Total cost of Services</b>				
Add: Other Charges (pls. specify)				
<b>Total Final and All-Inclusive Price Quotation</b>				

\*The expected number of man-days to be considered for actual costing should not exceed 45 man–days plus/minus 10 man-days on exception.

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

*[Name and Signature of the Supplier’s Authorized Person]  
[Designation]  
[Date]*

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

## **GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

### **1. DEFINITIONS**

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

“Agency” means the International Renewable Energy Agency.

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

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

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

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

### **2. LEGAL STATUS**

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

### **3. PAYMENT TERMS**

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

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

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

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

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

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

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

### **5. SOURCE OF INSTRUCTIONS**

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

### **6. OFFICIALS NOT TO BENEFIT**

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

### **7. ASSIGNMENT AND INSOLVENCY**

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

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

### **8. SUBCONTRACTING**

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

### **9. INDEMNIFICATION**

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

### **10. INSURANCE AND LIABILITIES TO THIRD PARTIES**

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

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

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

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

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

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

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

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

(f) The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in

the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

#### **11. ENCUMBRANCES/LIENS**

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

#### **12. TITLE TO EQUIPMENT**

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

#### **13. OBSERVANCE OF THE LAW**

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

#### **14. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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

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

#### **15. CONFIDENTIALITY**

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

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

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

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage that it is a Contractor of the Agency, nor shall the Contractor, in any manner whatsoever, use the name, emblem or official seal of the Agency or any abbreviation of the name of the Agency in connection with its

business or otherwise, without the prior written approval by the Agency. These obligations do not lapse upon termination of the Contract.

#### **17. FORCE MAJEURE**

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

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

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

#### **18. AMENDMENT**

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

#### **19. TERMINATION**

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

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

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

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

#### **20. SETTLEMENT OF DISPUTES**

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

according to such other procedure as may be agreed between the Parties.

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

#### **21. PRIVILEGES AND IMMUNITIES**

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

#### **22. ANTI-FRAUD AND ANTI-CORRUPTION**

1. The Contractor acknowledges and agrees that IRENA has zero tolerance for Fraudulent, Corrupt and/or Collusive Practices (as such terms are defined below).
2. In particular, and without limitation, the Contractor represents and warrants to IRENA that it has not, and it shall not, at any time: (a) perform any act or omit to perform any act, including any misrepresentation, in order to knowingly mislead, or attempt to mislead, IRENA and/or any other party to obtain a financial or other benefit or to avoid any obligation (“Fraudulent Practice”); (b) offer, give, receive or solicit, directly or indirectly, or attempt to offer, give, receive or solicit, directly or indirectly, anything of value to improperly influence the actions of IRENA and/or any other party (“Corrupt Practice”); nor (c) enter into any arrangements with any other party or parties that are designed to achieve an improper purpose, including but not limited to improperly influencing the actions of IRENA and/or any other party or engaging in price fixing (“Collusive Practice”, and together with Fraudulent Practices and Corrupt Practices, “Prohibited Practices”).
3. The Contractor shall communicate the IRENA Anti-Fraud and Anti-Corruption practices to its officers, employees, contractors, subcontractors and agents and shall take all reasonable measures to ensure that such persons do not engage in Prohibited Practices.
4. The Contractor shall immediately disclose to IRENA any actual, apparent, potential or attempted Prohibited Practice that the Contractor becomes aware of. To that end, the Contractor shall fully cooperate, and shall take all reasonable steps to ensure that its officers, employees, contractors, subcontractors and agents fully cooperate, with any investigation of Prohibited Practices by IRENA, including by complying with all reasonable requests from IRENA to gain access to and inspect any records, documents and other relevant information.
5. (a) The Contractor expressly acknowledges and agrees that any breach of this clause by the Contractor or by any of its officers, employees, contractors, subcontractors or agents, constitutes a material breach of this Agreement, which entitles IRENA to immediately terminate this Agreement without incurring any liability to the Contractor.

#### **23. LIQUIDATED DAMAGES FOR DELAY**

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

#### **24. CHILD LABOUR**

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

#### **25. MINES**

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



**IRENA – Professional Services Contract Template.**

**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 <i>(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.)</i>	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	<b>[insert amount]</b>
2	Completion of deliverable 2	<b>[insert amount]</b>
3	<i>(Procurement to fill and adjust as required)</i>	<b>[insert amount]</b>

- 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](mailto: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:

Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date \_\_\_\_\_

For **[Name of the Company/Organisation]**:

Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_