REQUEST FOR PROPOSAL (RFP)

<table>
<thead>
<tr>
<th>National institutions/firms/organizations</th>
<th>DATE: March 8, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>REFERENCE: B-220301</td>
</tr>
</tbody>
</table>

Dear Sir / Madam:

We kindly request you to submit your proposal for a **comprehensive assessment of green hydrogen production from solar and wind power sources and potential uses in Viet Nam**.

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

Proposals may be submitted on or before **Sunday, March 20, 2022** and via email to the address below:

*quach.thuy.ha@undp.org*

*With subject line:*

**B-220301 - National firm for assessment of green hydrogen production in Viet Nam**

(Maximum size per email: **30 MB**. Bidders can split proposal into several emails if the file size is large. Please send a separate email (without attachment) to procurement.vn@undp.org notifying that you already submitted proposal and the number of email(s) submitted. Notification email should be sent to above address by submission deadline or right after you submit proposals).

Your Proposal must be expressed in the **English**, and valid for a minimum period of **120 days**

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. Kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.
The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP’s re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five percent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP’s vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:


UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link:

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Tran Thi Hong,
Head of Procurement Unit,
3/8/2022
**Description of Requirements**

<table>
<thead>
<tr>
<th>Brief Description of the Required Services</th>
<th>National firm for a comprehensive assessment of green hydrogen production from solar and wind power sources and potential uses in Viet Nam</th>
</tr>
</thead>
<tbody>
<tr>
<td>List and Description of Expected Outputs to be Delivered</td>
<td>Please see Section III in the attached TOR (Annex 1)</td>
</tr>
<tr>
<td>Person to Supervise the Work/Performance of the Service Provider</td>
<td>Please see Section VII in the attached TOR (Annex 1)</td>
</tr>
</tbody>
</table>
| Location of work | ☒ Exact Address: Home-based, Ha Noi with travel to provinces  
☐ At Contractor’s Location |
| Expected duration of work | March 2022 – March 2023 |
| Target start date | March 2022 |
| Latest completion date | March 2023 |
| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) | ☐ Office space and facilities  
☐ Land Transportation  
☐ Others [pls. specify] |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | ☒ Required  
☐ Not Required |
| Names and curriculum vitae of individuals who will be involved in completing the services | ☒ Required  
☐ Not Required |
| Currency of Proposal | ☒ Vietnamese dong  
☐ United States Dollars |
| Value Added Tax on Price Proposal | ☒ must be inclusive of VAT and other applicable indirect taxes  
☐ must be exclusive of VAT and other applicable indirect taxes |

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1 A detailed TOR is attached as the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.
| Validity Period of Proposals *(Counting for the last day of submission of quotes)* | ☑ 60 days  
☐ 90 days  
☒ 120 days |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</td>
<td></td>
</tr>
</tbody>
</table>

| Partial Quotes | ☒ Not permitted  
☐ Permitted *pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)* |

| Payment Terms | As defined in the attached TORs |

| Person(s) to review/inspect/approve outputs/complete d services and authorize the disbursement of payment | As defined in the attached TORs |

| Type of Contract to be Signed | ☑ Purchase Order  
☐ Institutional Contract  
☒ Contract for Professional Services  
☐ Long-Term Agreement  
☐ Other Type of Contract |

| Criteria for Contract Award | ☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)  
☒ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal. |

| Criteria for the Assessment of Proposal | **Technical Proposal (70%)**  
☒ Expertise of the Firm *indicate percentage*  
☐ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan *indicate percentage*  
☒ Management Structure and Qualification of Key Personnel and other requirements (please refer to Evaluation Criteria in the TOR for preparation and submission) |

| **Financial Proposal (30%)**  
To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP. |

| UNDP will award the contract to: | ☒ One and only one Service Provider  
☐ One or more Service Providers, depending on the following factors |
| Contract General Terms and Conditions | ☑️ General Terms and Conditions for contracts (goods and/or services)  
Applicable Terms and Conditions are available at:  
|---|---|
| Annexes to this RFP | ☑️ Form for Submission of Proposal (Annex 2)  
☐ Others: |
| Contact Person for Inquiries (Written inquiries only) | Quach Thuy Ha  
Procurement Associate  
quach.thuy.ha@undp.org  
Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| Other Information [pls. specify] | N/A |

2 Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

3 Where the information is available in the web, a URL for the information may simply be provided.

4 This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.
ANNEX 1

TERMS OF REFERENCE

Title: 01 National Consulting Firm/Energy and 01 International Expert for a comprehensive assessment of green hydrogen production from solar and wind power sources and potential uses in Viet Nam

Duty Station: Home-based and Hanoi

Duration: March 2022 – March 2023

Reporting: UNDP Head of Climate Change and Environment

I. Background

With high and growing energy demand, Viet Nam is an emerging economy whose energy mix is expected to continue to rely on imported coal and oil at least over the medium term. However, recognizing the serious threat and impacts of climate change, Viet Nam has made important improvements in awareness concerning the role of renewable energy (RE). Viet Nam pivoted at COP26 to a commitment reach a net zero emissions target by 2050, in reaffirming the country’s political determination to contribute to global efforts.

The Government of Viet Nam ratified the Paris Agreement of the United Nations Framework on Climate Change and in its Nationally Determined Contribution (NDC) has set a target to reduce greenhouse gas emissions 9 percent by 2030, or 27 percent with international support, compared to business-as-usual. In 2020, In 2020, the electricity generated from solar and wind energy sources amounted to 12,084 GWh, accounting for nearly 5% of the nationwide power production. To reach the ambitious goals, the Government of Viet Nam has strengthened its efforts to accelerate investments in clean and renewable energy in order to increase electricity supply diversity, reduce coal import needs, and reduce the growth of CO2 emissions.

Building on these renewable energy development efforts, the draft National Power Development Plan in period of 2021-2030, vision to 2045 (“Draft PDP8”) envisions increases in electricity from renewable energy sources (including wind power, solar power, biomass power, ...) accounting for 24.3-25.7% and 26.5-28.4% of total installation power capacity of Viet Nam by 2030 and 2045 respectively. Emerging renewable energy technologies such as hydrogen are also being considered, in line with the energy development orientation as presented in Resolution No.55/NQ-TW of the Central Committee of the Communist Party.

Internationally, the production of green hydrogen is getting a lot of attention, as it will be produced by renewable energy that is rapidly becoming economically very affordable, although solar and wind remain variable energy sources. Currently hydrogen is almost entirely supplied by fossil fuels and used in
particular in industrial processes. Beyond industry, hydrogen blending into existing natural gas networks in buildings, use in shipping, aviation, and automobiles as a low-carbon fuel option, and the production of ammonia to reduce emissions at coal-fired power plants as well as for fertilizer production has seen the potential of the technology grown. Accordingly, the fast and robust development trend of green hydrogen has manifested quite clearly in the United States, Canada, Japan, China, the European Union and the Middle East with hydrogen development strategies.

The production of green hydrogen and energy carriers such as ammonia along with renewable energy plants can meet part of Viet Nam’s demand for energy storage, transportation and industrial sectors. Green hydrogen production facilities located near RE power plants can utilize electricity that would otherwise be curtailed, reducing the pressure on the national power transmission and distribution lines and offering other advantages. These findings highlight a development opportunity for low-carbon industry and transport, with direct benefits to investors from utilizing entirely their power capacity for producing sellable products.

The technology for green hydrogen production is developing, especially production by seawater electrolysis using electricity entirely from renewable energy sources, which could be achieved at a competitive cost in the near future. In the medium and long term period, hydrogen will certainly be used more for electricity generation, storage systems and industrial processes in Viet Nam and it can help to solve the curtailment problems of RE. There is a potentially large role for green hydrogen in implementing Viet Nam’s commitments made at COP26, whereas it is in line with the policies of the Party and State on responding to climate change.

Green hydrogen production and use is a new field for Viet Nam. There has not been any research on the capacity of the green hydrogen fuel development for electricity production or consumption in industry and transportation. To deploy, the necessary knowledge for advantages and disadvantages of human and financial resources, legal conditions and challenges should be provided and updated for the managers, functional authorities, consultants to orient development. Currently, there are a number of investors who have registered to develop RE power projects and hydrogen production together. In order to orient the development properly and in accordance with Viet Nam’s conditions and provide support policies to facilitate the development of this energy type, it is necessary to carry out a basic study to understand the hydrogen production potential and capacity, current and future demand of hydrogen and other energy carriers, the supply and distribution infrastructure of these energy products, regulatory regime and other issues.

The UNDP is looking for a consultancy team consisting of 01 national consulting firm/institution and 01 international consultant to undertake study on green hydrogen production from solar and wind power sources in the South-Central and South-West regions and potential uses in Viet Nam.

II. **Objective of the assignment**

The main objective is to analyze the potential role of green hydrogen production from renewable energy (RE), and green hydrogen use, to reduce economy-wide greenhouse gas (GHG) emissions and accelerate
the clean energy transition in Viet Nam.

III. Scope of Work

3.1 General tasks and activities

The international consultant and members of the national energy consulting firm will form a team with the leading role of the national team leader assigned by the national consulting firm to deliver the following tasks.

1. Develop a work-plan presenting methodology; data needed; timelines corresponding to activities and tasks division; expected outputs and their outline contents. The work plan must delineate clear roles, tasks, and deliverables by key milestones in implementation of the study.

2. Undertake review of international case studies outlining the development of green hydrogen production, trade and use and propose recommendations for Viet Nam
   - Analyse and evaluate the global scenarios and trend of green hydrogen production, use and trade;
   - Evaluate the best technological practices and international cost trends for production of green hydrogen and derivatives such as green ammonia and strategies for hydrogen development and the use of hydrogen in prioritised sectors of at least 05 countries;
   - Assess international best practices for safety procedures and protocols applied in all phases of green hydrogen production, handling, use, transportation, and storage, and design recommendations specific for Viet Nam;
   - Analyse advantages and challenges for green hydrogen production development;
   - Make recommendations for launching, approach and targets for green hydrogen production, use and trade in Viet Nam.

3. Analyse legal and policy frameworks to facilitate green hydrogen development in Viet Nam
   - Analyze the current legal foundation and policies relevant for hydrogen and ammonia production in Viet Nam;
   - Assess the gaps and needs to strengthen technical capacity among relevant stakeholders, particularly government officials, concerning safe production, handling, use, transportation and storage of hydrogen and ammonia;
   - Formulate potential policy recommendations for generation of green hydrogen and use in the coming years and decades, including derivatives such as green ammonia for use in e.g. power generation the fertilizer industry;

4. Analyse green hydrogen production in the South-Central and South-West regions and use potential in Viet Nam
   - Review the current production of (non-green) hydrogen and ammonia in Viet Nam, and current demand and use of hydrogen and ammonia;
   - Identify existing solar and wind capacity potential that can be used for green hydrogen production and derivatives such as ammonia, notably in the South-Central and South-West regions based on the detailed data available with Electricity and Renewable Energy Authority (EREA) and Viet Nam Electricity (EVN) on the existing RE power plants as well as solar and
wind projects under construction and the current status of renewable energy (RE) plants
data and information;
- Identify the maximum technical potential amount of green hydrogen and green ammonia that can be produced in future in selected regions, including the required (additional) RE capacity for achieving that;
- Assess the current and future demand for green hydrogen and green ammonia from: a) existing applications in main economic sectors that may use green hydrogen or ammonia (e.g. industrial production, including iron & steel, fertilizers, cement, refineries, chemicals production, food processing, etc.); and b) new application, especially for Viet Nam, to reduce and replace fossil fuel uses (i.e., power generation, renewable energy storage, industrial and domestic heating applications, transportation, etc.), using the data from PVN and other leading industries;
- Assess the business case with cost and benefit analysis for investment in green hydrogen in coming years and decades;
- Assess GHG emissions under the business-as-usual (BAU) scenario, without green hydrogen, and GHG emissions in the selected regions at different levels of green hydrogen, and derivatives such as green ammonia, penetration for use in prioritized economic sectors, as mentioned above.

5. Prepare a consolidate draft report presenting the findings, analysis, conclusion and recommendations based on the analysis resulted from tasks 2-4 as described above.

6. Undertake consultations with UNDP, an identified government agencies, international organisations, and other relevant stakeholders to get data and inputs as well as feedbacks on findings, analysis and recommendations.

7. Finalize the report based on feedbacks from experts and stakeholders.

8. Participate in and support the organisation of a half day consultation workshop and a half day final workshop to discuss and present the study findings and recommendation.

3.2 Specific tasks and activities

National consulting firm
- Assign a team leader who will be responsible for leading the whole study during the process and coordinating the national team with the international expert;
- Prepare and finalise the detailed work-plan for implementation of the whole assignment;
- Based on Task number 3 of the Section 3.1, guide the international consultant on technical inputs required for the review of international case studies outlining the development of green hydrogen production, trade and use and propose recommendations for Viet Nam;
- Support to facilitate logistical arrangements for consultation meetings with relevant agencies, institutions and organization in Viet Nam.
- Prepare and finalise the consolidated report based on the main tasks in 3.1 and inputs from the international expert.
International expert
- Contribute to the development of the detailed work-plan for the implementation of the whole assignment
- Be responsible for Task number 2 of the Section 3.1 and provide relevant inputs and recommendations in consultation with the national expert team;
- Contribute to other tasks on policy and technical analysis of green hydrogen production and use potential of Viet Nam;
- Provide review and feedbacks on the draft consolidated report for improvement and finalisation.

Methodology: National team leader and national experts as assigned by the national consulting firm will work with the international expert as a team with close consultation and regular reporting to UNDP. The team shall discuss and consult with relevant stakeholders and agencies such as Ministry of Industry and Trade (MOIT), Viet Nam Electricity (EVN), Petrovietnam (PVN) and others who are working on hydrogen to ensure the collection of required data and information for the analysis.

IV. Milestones and Timeframe

Duration: March 2022 – March 2023
- National Energy Consulting firm: The national consulting firm shall make available national team leaders and national team members as follows:
  - A team leader with technical experience in power planning and RE deployment in Viet Nam: estimated 35 days
  - Team members with various experiences in energy value chain, energy, industrial engineering, chemical and climate change and environment: estimated 85 days in total
- International Consultant: Estimated 15 days

The implementation period is expected to be within 12 months from the contract signature with preliminary findings shall be available in June 2022. The draft report shall be available in July 2022 for wide stakeholders’ consultation.

V. Duty Station
- For National Consultants (Firm): Home-based, Ha Noi and travel to provinces. Local travel to provinces outside Hanoi will be discussed during the inception phase. In case local travel is required, upon prior written agreement, travel cost will be covered separately by UNDP based on UN-EU cost-norms

- For International Consultant: Home-based, Ha Noi and travel to provinces. Travel to Ha Noi and provinces will be discussed during the inception phase. If such travel is required, upon prior written agreement, such travel shall be at UNDP’s expense and the International Consultant shall receive a per diem not to exceed United Nations daily subsistence allowance rate in such other location.
VI. Deliverables

For the National Consulting Firm
- Detailed work-plan for the implementation of the whole assignment
- Inputs and guidance to the international review prepared by the international expert
- Draft and final consolidated report in both English and Vietnamese that contained details as describe in the scope of work. The report shall include but may not be limited to the following suggested key technical elements:
  o The international hydrogen energy development situation scenario and trend analysis
  o Legal foundation and policy frameworks for hydrogen development in Viet Nam
  o The hydrogen and derivatives production potential in the two selected regions and use in different sectors throughout Viet Nam
  o Conclusions concerning safe green hydrogen and ammonia production, handling, use, transportation and storage.
  o Recommendation on hydrogen and ammonia production technologies suitable for Viet Nam, use of green hydrogen and green ammonia in key traditional and new sectors and industries, and policies for development of green hydrogen that are suitable for energy transition in Viet Nam.
- Copies of PowerPoint Presentation in English and Vietnamese for the consultation and final workshops
- Notes of consultation meetings with relevant agencies and stakeholders

For the International Expert
- Inputs to the detailed work-plan prepared by the national consulting firm
- Draft and final paper of international review of hydrogen energy development situation and trend analysis and recommendations for Viet Nam
- Inputs and written comments on the draft consolidated report prepared by the national consulting firm
- Copies of PowerPoint Presentation of relevant section in English for the consultation and final workshops

VII. Provision of monitoring, progress control
The expert team consisting of national and international expert lead by the national team leader will work in close consultation and regular reporting to UNDP. The team leader is required to regularly report to UNDP Viet Nam on the progress of the work based on the agreed work-plan.

VIII. Administrative support and reference documents
The national consulting firm shall support in logistical arrangement for meeting with relevant agencies and partners in Viet Nam. Administrative support will be provided by UNDP if needed. Copies of relevant documents and templates will be made available to the consultants upon commencement of the assignment.
IX. Qualification and work experience

9.1. National Energy Consulting Firm:
- At least 10 years relevant experience in research, consultancy and policy advise in energy planning and clean and renewable energy development in Viet Nam
- Demonstrated expertise in renewable energy systems particularly wind and solar power technologies and industrial production
- Strong experience in working with and providing services to the government agencies and donor-supported agencies in relevant areas as well as companies and corporations in various sectors in Viet Nam.

For national experts: the national consulting firm/institution shall make available an expert team including the national team leader with sufficient qualification required for the assignment. The team shall possess:

National team leader cum Power Planning and RE Expert
- Advanced degree in industrial engineering, energy planning, energy science, economics, or related fields. The academic requirements can be lowered/waived if possessing greater experience in this area
- Proven recent experience in electricity planning, renewable energy (RE) development and industrial production
- Proven experience in leading a team of national and international experts in undertaking relevant studies and researches;
- Proven experience in providing research and consultancy services to the government agencies and donor supported project as well as experience in working with companies and corporations
- Good English skills; ability to write report in English and Vietnamese demonstrated by at least two samples of original work

National experts with sufficient qualification and experiences required for the assignment
- Advanced degree in energy economics, energy technology, industrial development, industrial technology, industrial engineering, chemistry, environment and climate change or related fields
- Proven recent experience in hydrogen, ammonia or LNG value chains; development and application of technologies to produce hydrogen and/or ammonia in industrial production process and calculating greenhouse gas emissions in the energy sector
- Proven experience in providing research and consultancy services to the government agencies and donor supported project as well as experience in working with companies and corporations in industrial process and/or transport
- Proven experience in working in a team with other experts and support the team’s deliverables
- Good skills in English, demonstrate by at least two sample of original work
9.2. The international expert

- Post graduate degree in energy science, industrial engineering, energy economics, environmental economics, or related field. Academic qualification can be waived if the candidate has a proven track record of experience in the hydrogen, solar, and wind industry and in the field of energy engineering and management.
- Proven recent experience in industrial analysis including green hydrogen and ammonia production, trade and use in power production and/or industrial processes.
- Proven experience in consultancy, technical study and policy advise in hydrogen, energy planning and clean and renewable energy development for development projects in development countries.
- Proven experience in working in a team with other experts and support the team’s deliverables.
- Demonstrated communication skills and command over writing professional reports/project documents in English. 2 writing samples are required.

X. Schedule of Deliverables and payment term

Payments are based upon outputs, i.e. upon delivery of the products specified in the TOR. The payment terms are the following:

**For National energy consulting firm:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Expected due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>First payment of 20% will be paid upon submission and approval of the final detailed work-plan for the implementation of the whole assignment with acceptance by UNDP</td>
<td>5 April 2022</td>
</tr>
<tr>
<td>Second payment of 50% will be paid upon submission of the draft consolidated report in both English and Vietnamese for technical consultation workshop with acceptance by UNDP</td>
<td>30 September 2022</td>
</tr>
<tr>
<td>Final payment of 30% will be paid upon submission of all products under the contract with acceptance by UNDP</td>
<td>28 February 2023</td>
</tr>
</tbody>
</table>

**For international consultant:**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Expected due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>First payment of 60% of the contract value will be made upon submission of the draft and final paper of international review of hydrogen energy development situation and trend analysis and recommendations for Vietnam with approval by UNDP</td>
<td>15 May 2022</td>
</tr>
<tr>
<td>Second and final payment of 30% will be made upon submission of all products under the contract including the inputs and comments to the consolidated draft report and PowerPoint presentations of relevant sections with approval by UNDP</td>
<td>30 December 2022</td>
</tr>
</tbody>
</table>
XI. Consultant presence required on duty station/UNDP premises

[X] NONE          [ ] PARTIAL      [ ] INTERMITTENT      [ ] FULL-TIME
# EVALUATION CRITERIA WITH ASSIGNED SCORES

## For National Firm/Institution

<table>
<thead>
<tr>
<th>Summary of Evaluation Forms</th>
<th>Score Weight</th>
<th>Points Obtainable</th>
</tr>
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<tbody>
<tr>
<td>1. Capacity of the Firm/ Organisation submitting the Proposal</td>
<td>30%</td>
<td>300</td>
</tr>
<tr>
<td>2. Personnel</td>
<td>70%</td>
<td>700</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
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Form 1: Expertise of Firm/ Organisation Submitting Proposal

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation Form 1</th>
<th>Points obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capacity of the firm / organisation submitting proposal</strong></td>
<td></td>
</tr>
<tr>
<td>1.1 Reputation of Organisation and Staff (In terms of Competence / Reliability)</td>
<td>70</td>
</tr>
<tr>
<td>1.2 Quality assurance procedures</td>
<td>30</td>
</tr>
<tr>
<td>1.3 Relevance of:</td>
<td></td>
</tr>
<tr>
<td>- At least 10 years relevant experience in research, consultancy and policy advise in energy planning and clean and renewable energy development in Viet Nam</td>
<td>200</td>
</tr>
<tr>
<td>- Demonstrated expertise in renewable energy systems particularly wind and solar power technologies and industrial production</td>
<td></td>
</tr>
<tr>
<td>- Strong experience in working with and providing services to the government agencies and donor-supported agencies in relevant areas as well as companies and corporations in various sectors in Viet Nam</td>
<td>150</td>
</tr>
</tbody>
</table>

Form 2: Personnel

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation Form 2- National experts assigned by the firm/institution</th>
<th>Points Obtainable</th>
<th>Company / Other Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>National team leader</strong></td>
<td>250</td>
<td>A B C D E</td>
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Sub-Score
### Technical Proposal Evaluation

**Form 2- National experts assigned by the firm/institution**

<table>
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<tr>
<th>Points Obtainable</th>
<th>Company / Other Entity</th>
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<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td><strong>Advanced degree in industrial engineering, energy planning, energy science, economics, or related fields. The academic requirements can be lowered/waived if possessing greater experience in this area</strong></td>
<td>30</td>
</tr>
<tr>
<td><strong>Proven recent experience in electricity planning, renewable energy (RE) development and industrial production</strong></td>
<td>120</td>
</tr>
<tr>
<td><strong>Proven experience in leading a team of national and international experts in undertaking relevant studies and researches</strong></td>
<td>50</td>
</tr>
<tr>
<td><strong>Proven experience in providing research and consultancy services to the government agencies and donor supported project as well as experience in working with companies and corporations</strong></td>
<td>30</td>
</tr>
<tr>
<td><strong>Good English skills; ability to write report in English and Vietnamese demonstrated by at least two samples of original work</strong></td>
<td>20</td>
</tr>
<tr>
<td><strong>3.2 Team members</strong></td>
<td>450</td>
</tr>
<tr>
<td><strong>Advanced degree in energy economics, energy technology, industrial development, industrial technology, industrial engineering, chemistry, environment and climate change or related fields</strong></td>
<td>40</td>
</tr>
<tr>
<td><strong>Proven recent experience in hydrogen, ammonia or LNG value chains; development and application of technologies to produce hydrogen and/or ammonia in industrial production process and calculating greenhouse gas emissions in the energy sector</strong></td>
<td>200</td>
</tr>
<tr>
<td>Technical Proposal Evaluation</td>
<td>Points Obtainable</td>
</tr>
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<tr>
<td>Form 2- National experts assigned by the firm/institution</td>
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</tr>
<tr>
<td><strong>Proven experience in providing research and consultancy services to the government agencies and donor supported project as well as experience in working with companies and corporations in industrial process and/or transport</strong></td>
<td>130</td>
</tr>
<tr>
<td><strong>Proven experience in working in a team with other experts and support the team’s deliverables</strong></td>
<td>50</td>
</tr>
<tr>
<td><strong>The team as a whole shall have proven skills in English, demonstrate by at least two sample of original work</strong></td>
<td>30</td>
</tr>
<tr>
<td><strong>Total Part 2</strong></td>
<td><strong>700</strong></td>
</tr>
</tbody>
</table>
To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

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5 This serves as a guide to the Service Provider in preparing the Proposal.
6 Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.
C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
b) CVs demonstrating qualifications must be submitted if required by the RFP; and
c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

<table>
<thead>
<tr>
<th>Deliverables [list them as referred to in the RFP]</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Deliverable 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Deliverable 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 ....</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total 100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component [This is only an Example]:

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Remuneration per Unit of Time</th>
<th>Total Period of Engagement</th>
<th>No. of Personnel</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Personnel Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Services from Home Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
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<tr>
<td>b. Expertise 2</td>
<td></td>
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<tr>
<td>2. Services from Field Offices</td>
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<td></td>
<td></td>
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<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>b. Expertise 2</td>
<td></td>
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<tr>
<td>3. Services from Overseas</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>a. Expertise 1</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II. Out of Pocket Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Travel Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2. Daily Allowance</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3. Communications</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>4. Reproduction</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>5. Equipment Lease</td>
<td></td>
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<tr>
<td>6. Others</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>III. Other Related Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Name and Signature of the Service Provider’s Authorized Person]
[Designation]
[Date]
This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.2 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.
3.3 The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

3.4 The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not 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 Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP.

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices
or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor’s performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

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

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor’s security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP’s property in its custody as set forth above.

9. ASSIGNMENT: The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any
part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

10. SUBCONTRACTING: In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

11. INDEMNIFICATION: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor’s employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker’s compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

12. INSURANCE AND LIABILITY:

12.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

12.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

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

12.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

12.4.1 Name UNDP as additional insured;

12.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

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

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

13. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, 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 UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

15.3 At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

17.1 The Recipient shall:

17.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,

17.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

17.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 17, the Recipient may disclose Information to:

17.2.1 any other party with the Discloser’s prior written consent; and,

17.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
17.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

17.2.2.2 any entity over which the Party exercises effective managerial control; or,

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

17.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

17.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, “Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

18.3 Force majeure as used herein means 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. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

19. TERMINATION:
19.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 22.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 Should the Contractor be adjudged 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, UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 in writing.

22.2 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 22.1, above, 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. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority 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.
23. 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 United Nations, including its subsidiary organs.

24. TAX EXEMPTION:

24.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

24.2 The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

26.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission” and ST/SGB/2006/15 of 26 December 2006 on “Post-employment restrictions”, and shall also comply with and be subject to the requirements of the following:

30.1 The UN Supplier Code of Conduct;

30.2 UNDP Policy on Fraud and other Corrupt Practices (“UNDP Anti-fraud Policy”);

30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at http://www.undp.org/content/undp/en/home/operations/procurement/business/. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

31. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) is 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.

33. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

34. SEXUAL EXPLOITATION:

34.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse.” In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS