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REQUEST FOR PROPOSALS

Ha Noi, 22 July 2025

GHG Baseline Assessment and Decarbonization Solutions for Selected Industrial Sectors: Textile & Apparel, Food & Beverage, and Wood Processing.

The World Wide Fund for Nature (WWF) was one of the first international non-government organizations working in Vietnam. In 1985, WWF began working on a national conservation strategy and since then has worked closely with the Vietnamese Government on a diverse range of environmental issues and implemented field activities across the country.

Vietnam has committed to achieving net-zero emissions by 2050, with ambitious targets outlined in its updated Nationally Determined Contributions (NDC) and the Just Energy Transition Partnership (JETP). While significant progress has been made in improving access to renewable electricity, such as through the Direct Power Purchase Agreement (DPPA) mechanism, decarbonising industrial heat and production processes remains a major challenge. Key manufacturing sectors, including textiles, food and beverage, and wood processing, still rely heavily on fossil fuels and unsustainable biomass.

To accelerate emission reduction in the industrial sector, it is essential to understand the current greenhouse gas (GHG) emission baseline and review existing policies related to emission reduction in these sectors. This project aims to provide an overview of relevant national policies and develop preliminary GHG emission estimates for the textile, food and beverage, and wood processing industries. The findings will serve as a foundation for future policy recommendations, supporting Vietnam in achieving its climate commitments while enabling industries to transition towards renewable electrification and sustainable growth.

WWF-Viet Nam would like to request proposals from eligible individual consultants, groups of individual consultants, consultancy and research organizations, engineering design firms, technology developers (hereinafter called Consultants) who are interested in GHG Baseline Assessment and Decarbonization Solutions for Selected Industrial Sectors: Textile & Apparel, Food & Beverage, and Wood Processing.

Terms of reference for this assignment is attached to this Request for Proposals. The selection will be conducted through the simplified Quality and Cost Based selection procedures and is open to all eligible Consultants.

How to apply:

Interested consultants submit proposals to WWF-Viet Nam via email to: toan.dohuy@wwf.org.vn, binh.vuthanh@wwf.org.vn, with the title **"GHG Baseline Assessment and Decarbonization Solutions for Selected Industrial Sectors: Textile & Apparel, Food & Beverage, and Wood Processing"**.

The minimum composition of the Proposal is as follows:

1. Proposal Cover Letter signed by a person authorized to sign on behalf of the Company;
2. CVs & Summary of relevant experience and projects;
3. Technical Approach/Proposal for completing the deliverables;
4. Work plan;
5. Financial proposal;

6. Scan/photocopy of Business Registration Certificate, Company Profile, and document proving the finalization of tax obligations.

Interested consultants are recommended to use the attached forms to structure their Proposal.

The deadline for receiving applications is **17:00 on Aug 04, 2025**.

Evaluation and Selection:

Proposals will be evaluated using the simplified Quality and Cost-based selection method with a maximum total quality score of 60 points and a maximum total cost score of 40 points.

The Proposal with the lowest total price declared in the Financial Proposal will get a maximum cost score of 40 points. The cost score of the remaining Proposals is calculated using the formula: lowest price/price under evaluation* 40.

The Proposal with the highest total quality and cost scores will be selected to negotiate the contract/agreement.

In attachments:

1. Terms of Reference
2. Proposal Templates
 - Form-1 – PROPOSAL SUBMISSION FORM
 - Form-2 – AGREEMENT TO ESTABLISH A GROUP OF CONSULTANTS (use in case)
 - Form-3 – DECLARATION OF UNDERTAKING
 - Form-4 – DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN TO PERFORM THE ASSIGNMENT
 - Form-5 – TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INFORMATION
 - Form-6 – CURRICULUM VITAE (CV) FOR PROPOSED KEY EXPERTS
 - Form-7 – STATEMENT OF AVAILABILITY
 - Form-8 - FINANCIAL PROPOSAL SUBMISSION
 - Form 9 – RELEASE LETTER FORM
3. Attachment 3: WWF's General Terms and Conditions

Representative

Pham Thi Viet Ha
Project Manager, WWF-Viet Nam



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PART A: INSTRUCTIONS TO CONSULTANTS

I. Main Principles:

- WWF reserves the right to accept any proposal or reject all proposals.
- Technical evaluation will precede financial considerations.
- Any forms of canvassing will lead to automatic cancellation of the bid in question.
- This is a call for proposal WWF may cancel the process without notice and shall accept no liability whatsoever, arising out of such action.
- WWF is also under no obligation whatsoever to award the contract to the lowest or any bidder; the decision of the Procurement Committee shall be final.
- The regulations of the organization and the donor will prioritize the donor's guidelines.

II. Language

The Request for Proposals, as well as all documents exchanged between the purchaser and the Consultant relating to the Request for Proposal, will be written in English and Vietnamese.

III. Proposal composition and Submission:

1. Proposal Composition:

A Technical Proposal including but not limit to:

- Brief description (half page) of why you consider yourself as suitable for the assignment
- Detailed approach, methodology and work plan to conduct the study and deliverables to meet requirements in the TOR;
- CVs of key experts and showing experience in similar assignments
- A Financial Proposal indicating the all-inclusive contract value in Vietnamese Dong supported by the respective cost breakdown.
- The Consultant is required to indicate in the financial offer any variation of the hourly/daily/weekly/monthly rate based on the service provided.
- Foreseen travel and other expenses relating to the assignment are to be listed separately. These will be reimbursed upon presentation of the respective invoices and proof of payment.

2. Proposal Submission:

Please send the electronic proposal to WWF-Viet Nam via emails: toan.dohuy@wwf.org.vn and binh.vuthanh@wwf.org.vn. Your e-mail must have the subject heading as **“FY25-Proposal Submission [Name of Consultant] GHG Baseline Assessment and Decarbonization Solutions for Selected Industrial Sectors”**.

The electronic file shall be in the form of MS Word or MS Excel or PDF

3. Extension of Submission deadline and Clarification to Request for Proposals

WWF-Viet Nam may extend the submission deadline in case the number of proposals needs to be increased or when it is considered essential to amend the Request for Proposals.

When extending the submission deadline and amend the RFPs, WWF-Viet Nam will publicly post the notice and notify the Consultant who have submitted their proposal.

Consultant who has submitted proposal can amend and supplement their proposal and re-submit. In case the Consultant does not re-submit the Proposal, WWF-Viet Nam will preserve and consider the original submitted proposal as valid.

4. Late submission

Proposals received by WWF-Viet Nam after the deadline for submission will not be opened and considered. Any documents sent by the Consultant after the deadline as amendment and supplement are invalid, except for the documents sent by the Consultant to clarify the Proposal at the request of WWF-Viet Nam to demonstrate the Consultant's eligibility, competency, and experience.

5. Clarification to the Proposal:

In case after the deadline for submission of the proposal, the purchaser discovers that the Proposal lacks documents proving its eligibility, capacity, and experience, the Consultant is allowed to send documents to the purchaser within a period of time to clarify their eligibility, capacity, and experience. Any written clarifications from Consultant shall be the integral part of the Proposal.

To assist evaluation, and comparison of the proposals, WWF-Viet Nam, at its discretion, may ask any Consultant for a clarification of its Bid. Any clarification submitted by a Consultant that is not in response to a request by WWF-Viet Nam shall not be considered. The request for clarification and the response shall be in writing. No change in the prices or substance of the Proposal Bid shall offered and accepted except to confirm the correction of variation and arithmetic errors.

IV. Currency

Interested national consultants should submit their Financial Proposals in Vietnamese Dong (VND), while other consultants may submit theirs in USD or EUR. The bidding entity will provide a comparison table for evaluation in one of the three currencies mentioned above, using the exchange rate applicable on the deadline for proposal submission.

V. Taxes:

The Consultant shall familiarize themselves with the current regulations and laws of the Government of Viet Nam on consulting firms and individuals' taxes that may be applicable under this assignment. Amounts payable by WWF-Viet Nam to the Consultant under the contract are to be subjected to and included local taxation.

VI. Validity period of proposal

90 days since the bid submission deadline date.

VII. Evaluation criteria and scoring

The evaluation shall be based on quality and cost, with a maximum total technical score of 70 points and a total financial score of 30 points.

The consultant with the highest technical and financial scores will be invited for contract negotiation. Consultant may be invited for interviews if necessary.

Criteria and point system for the technical & financial evaluation please see in the attached TOR.



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PART B: ATTACHMENT TO THE REQUEST FOR PROPOSAL

1. TERMS OF REFERENCE

Terms of Reference (ToR)

GHG Baseline Assessment and Decarbonization Solutions for Selected Industrial Sectors: Textile & Apparel, Food & Beverage, and Wood Processing.

Project Title: Renewable Electrification Policy in Vietnam
Starting Date: 1 Aug 2025
Reports To - Project Manager

I. Background

WWF was one of the first International non-government organizations working in Vietnam. In 1985, WWF began working on a national conservation strategy and since then has worked closely with the Vietnamese Government on a diverse range of environmental issues and implemented field activities across the country. Find out more at <http://vietnam.panda.org/>

Vietnam has committed to achieving net-zero emissions by 2050, with targets outlined in its updated Nationally Determined Contributions (NDC) and the Just Energy Transition Partnership (JETP). While significant progress has been made in improving access to renewable electricity, such as through the Direct Power Purchase Agreement (DPPA) mechanism, decarbonizing industrial heat and production processes remains a major challenge. Key manufacturing sectors, including textiles, food and beverage, and wood processing, still rely heavily on fossil fuels and unsustainable biomass.

To accelerate emission reduction in the industrial sector, it is essential to understand the current greenhouse gas (GHG) emission baseline and review existing policies related to emission reduction in these sectors. This assignment aims to develop preliminary GHG emission estimates for 03 sectors, including textile & apparel (TA), food & beverage (FB), and wood processing sectors, and identify the viable decarbonization solutions, with a focus on renewable electrification, to achieve substantial emission reductions in these sectors. The findings will serve as a foundation for policy recommendations and practical adoption and scaling up of electrification solutions, supporting Vietnam in achieving its climate commitments while enabling industries to transition towards a low carbon economy and sustainable growth.

II. Objectives of the consultancy

The objective of this assignment is to support the decarbonization of targeted industrial sectors in Vietnam, including textile & apparel, food & beverage and wood processing by providing more sustainable and efficient solutions with an emphasis on renewable electrification solutions. The main task is to calculate and assess the current greenhouse gas (GHG) emissions of these sectors, identify the main sources of emissions, understand the sectorial heat requirements, and ultimately recommend the viable technical solutions for decarbonization in alignment with Vietnam's NDC commitments.

Based on the assessment, the study will propose recommendations to significantly reduce emissions. These include technical solutions (including improving energy efficiency, shifting to electrification, changing to cleaner fuels, and using renewable energy) and policy recommendations.

The results of this study will help government agencies, businesses, and other stakeholders to make better decisions and take practical actions toward low-carbon and sustainable industrial development in Vietnam.

III. Scope of works/ activities

The scope of this assignment includes the following key components:

1. GHG baseline assessment:

- o Collect and review available data on energy consumption, production processes, and major sources of emissions key factors contributing to emissions in each sector and in the TA, FB and wood processing sectors.
- o Calculate the current GHG emissions of each sector using internationally accepted methods, based on the best available data.
- o Evaluate how the baseline assessment informs future decarbonization strategies, including prioritizing electrification, renewables, and energy efficiency.

2. Analysis of emission reduction options:

- o Analyze an overview of the heat and biomass requirements for the targeted sectors.
- o Review existing technologies and solutions that can help reduce emissions in the selected sectors; Identify practical technical solutions to reduce emissions such as energy efficiency improvements, fuel switching, electrification, and renewable energy use; Comparative evaluation of electrification versus existing technologies, especially for energy intensive processes like drying, dyeing.
- o Evaluate and develop practical case studies in Vietnam and/or other countries that demonstrate the benefits/pros and cons of electrification solutions.
- o Review relevant policies, regulations, and incentive mechanisms in Vietnam that support or limit emission reduction in these sectors.
- o Use available and existing resources (such as Aii's [Report on Low carbon Thermal Energy Roadmap](#) or other reliable sources) as evidence base for the electrification solutions.

3. Analysis of contributions of Electrification solutions to Vietnam's NDC update

- o Analyse and calculate the emission benefits and cost models for different electrification technologies in the target sectors.
- o Calculate the total emissions reduction potential if the target sectors adopt electrification technology at scale, and how it will contribute to Vietnam's NDC.
- o Examine how electrification in industries can play a significant role in enhancing NDC update.
- o Identify the challenges/barriers for widespread electrification, and identify financial challenges associated with electrification projects.

4. Recommendations development:



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- o Develop a set of recommendations on both technological solutions and policy recommendations to support electrification in emission reduction. These include but not limited to Differentiated tariffs for low carbon electricity to reward electrification efforts; Financial incentives and support; Data, MRV and Certification; Capacity Building etc.
- o Policy recommendations should consider feasibility, cost-effectiveness, and potential impact for businesses and the government.
- o Suggested policy measures could support electrification efforts aligned with NDC goals.

5. Reporting:

- o Prepare a comprehensive report that includes the GHG baseline assessment, analysis of emission reduction options; Contributions of Electrification solutions to Vietnam's Nationally Determined Contributions (NDC) and recommendations.
- o The report should be written in both English and Vietnamese and include clear explanations, data sources, assumptions, and calculations.

IV. Outputs/deliverables

The consultant is expected to deliver the following outputs:

GHG baseline assessment report:

- o A report that provides the current estimated GHG emissions of the TA, FB, and wood processing sectors.
- o The report should include the calculation methods, data sources, emission factors, key assumptions, and the breakdown of emissions by sources.

Analysis of emission reduction options:

- o A document that analyses technical and policy options for emission reduction in the three sectors.
- o This should include both short-term and long-term solutions, considering feasibility and cost.

Analysis of contributions of Electrification solutions to Vietnam's Nationally Determined Contributions (NDC): An analysis of how electrification solutions contribute to achieving Vietnam's NDC targets.

Recommendation report: A summary report with clear recommendations on both technological solutions (electrification, renewable energy, energy efficiency) and policy solutions (regulations, incentives, standards) to support emission reduction.

Final consolidated report:

- o A comprehensive final report that combines all findings: GHG baseline, analysis, and recommendations.
- o The report should be written in both Vietnamese and English with clear presentation, tables, charts, and references.

V. Timeline: Expected implementation and initial reports: From 8 Aug – 31 December 2025.

VI. Work plan

Milestone	Tentatively Timeline	Task	Deliverables
Phase 1: GHG Baseline Assessment	From the contract signing date – 31 Aug	<ul style="list-style-type: none"> - Collect and review available data on energy consumption, production processes, and identify major sources of emissions key factors contributing to emissions in each sector and in the TA, FB and wood processing sectors. - Calculate current GHG emissions for the three sectors. - Evaluate how the baseline assessment informs future decarbonization strategies. 	Draft GHG Baseline Report
Phase 2: Analysis of Decarbonization Solutions	15 Aug– 31 Aug	<ul style="list-style-type: none"> - Analyse and calculate the emission benefits and cost models for different electrification technologies in the target sectors. - Calculate the total emissions reduction potential if the target sectors adopt electrification technology at scale, and how it will contribute to Vietnam's NDC. - Examine how electrification in industries can play a significant role in enhancing NDC update. - Identify the challenges/barriers for widespread electrification, and identify financial challenges associated with electrification projects. 	Draft Decarbonization Solutions Report



Phase 3: Analysis of contributions of Electrification solutions to Vietnam's NDC	1 Sep – 25 Sep	<ul style="list-style-type: none"> - Analyse and calculate the emission benefits and cost models for different electrification technologies in the target sectors. - Calculate the total emissions reduction potential if the target sectors adopt electrification technology at scale, and how it will contribute to Vietnam's NDC. - Examine how electrification in industries can play a significant role in enhancing Vietnam's NDC update. - Identify the challenges/barriers for widespread electrification, and identify financial challenges associated with electrification projects. 	Report on contribution of Electrification to NDC
Phase 4: Development of Recommendations	1 Sept – 25 Sept	<ul style="list-style-type: none"> - Develop a set of technical and policy recommendations. - Conduct initial consultation with key stakeholders to refine recommendations. 	Draft Recommendations Report
Phase 5: Draft Final Report	26 Sept – 10 Oct	Consolidate baseline assessment, solution analysis, and recommendations into one comprehensive report.	Draft Consolidated Final Report
Phase 5: Consultation and Finalisation	11 Oct– 19 Dec	<ul style="list-style-type: none"> - Conduct stakeholder consultations and collect feedback. - Revise, finalise, and submit the final report. 	Final Consolidated Report

VII. Qualification requirement:

The consulting firm (NGO, institution, or company) should meet the following requirements:

- o Have a master's, or PhD degree in energy, environment, climate change, engineering, or relevant fields.

- o Have at least 7–10 years of experience in greenhouse gas (GHG) inventory, emission assessment, energy transition, environmental impact assessment, or climate change mitigation.
- o Demonstrated experience in developing GHG baselines, identifying emission reduction options, and proposing technical and policy recommendations, especially for industrial sectors.
- o Experience working with international organisations, NGOs, government agencies, or private sector in Vietnam is an advantage.
- o Strong skills in data analysis, reporting, and presentation, with the ability to write clear reports in either English or Vietnamese.
- o The team should include at least two key experts, each with 5–10 years of relevant experience, covering both technical and policy aspects.

VIII. Budget

The total budget for this work package proposed by the consultant should include consultancy fees and all traveling expenses, but is expected not to exceed 13,500 USD.

IX. Evaluation Criteria

The Service Provider will be evaluated based on the following methodology:

- Technical Criteria weight: 70% (scored out of 100)
- Financial Criteria weight: 30% (scored out of 100)

Criteria	Scores
A. Technical criteria	60
1. RELEVANT EXPERIENCES FOR THE MISSION	40
- UNDERSTANDING OF THE MANDATE	5
- METHODOLOGY	15
- EXPERIENCE IN THE FIELD OF STUDY	20
2. QUALIFICATIONS	10
3. IMPLEMENTATION SCHEDULE	10
B. Financial criteria	40
Total (A + B):	100



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2. PROPOSAL FORMS

TECHNICAL AND FINANCIAL PROPOSAL

To: **World Wide Fund for Nature – Viet Nam**
(WWF-Viet Nam)

Name of Project: **Renewable Electrification Policy in Vietnam**

Name of Package: **GHG Baseline Assessment and Decarbonization Solutions for Selected Industrial Sectors: Textile & Apparel, Food & Beverage, and Wood Processing.**

Bid reference number: **Awaiting**

Consultant's information: *[please insert incl. name, address, Tax number..]*

GENERAL INFORMATIONS OF CONSULTANT

Company Registered Name / Individual Consultant Full Name:

Company Registration No (Other Registration No):

VAT Registration No/
or Personal ID No/

Address:

City:

Postal Code:

Country:

Email Address:

WWF Contact person:

Business Vendor Activity:

Bank Account Holder Name:

Bank Name:

Bank Address:

Account Number:

Branch Code:

IBAN Number (if applicable, mandatory for EU Countries):

SWIFT/BIC Code:
(if applicable):

Routing no.: (if

Payment terms: (WWF standard payment terms: 30 days)

Invoice currency:

For Consultants only:



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[Each office to add any details needed to determine and to confirm that the consultant can be contracted according to the [WWF OPERATIONAL NETWORK STANDARD - Use of Consultants](#) document]

*** All fields are mandatory.**

I confirm that all information provided is correct:	Date:
Vendor Stamp (If applicable)	Signature

Form-1 – PROPOSAL SUBMISSION FORM

TO: WWF-Viet Nam
No.6, Lane 18 Nguyen Co Thach Str.,
Nam Tu Liem Dist., Hanoi

(date)

Dear Sirs/Madams,

Having carefully examined the Request for Proposals dated [insert date] for the assignment [insert number and name of the package], we, the undersigned, would like to submit our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal.

We agree to abide by this Proposal for the period of 90 days from the date fixed by WWF-Viet Nam for the submission deadline specified in the aforementioned Request for Proposals and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We commit: We have read, understood, and agreed to comply with the provisions set forth by WWF detailed in attachment.

We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts without written approval from WWF-Viet Nam may lead to the termination of contract negotiations.

Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

We commit that we are not on the list of entities that are not allowed to participate in the bidding.

We have read and agreed to the WWF General Terms and Conditions attached to the RFPs, and agreed that WWF-Viet Nam reserves the right to:

- Accept any proposal or reject all proposals.
- Any forms of canvassing will lead to automatic cancellation of the bid in question.
- This is a call for proposal. WWF may cancel the process without notice and shall accept no liability whatsoever, arising out of such action.
- WWF is also under no obligation whatsoever to award the contract to the lowest or any bidder; the decision of the Procurement Committee shall be final.

Yours sincerely,

Representative of the Consultant

Signature and seal:in the capacity of.....

Duly authorized to sign tenders for and on behalf of.....

.....

(IN BLOCK CAPITALS)



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Form-2- AGREEMENT TO ESTABLISH A GROUP OF CONSULTANTS (use in case)

_____, date ____ month ____ year ____

Tender Ref: _____ *[insert name of the package]*

Project: _____ *[insert name of the project]*

- According to the call for proposals the bidding package _____ *[insert name of the package]* dated ____ month ____ year ____ *[Date stated in the request for proposals];*

We include:

Name of consulting group members _____ *[insert name of each member]*

Address: _____

Phone _____

Email: _____

The parties (referred to as members) agree to sign an agreement to establish a consulting group with the following contents:

Article 1. General principles

1. The members voluntarily form a consulting group to participate in the selection of requests for proposals in the bidding package _____ *[insert name of the package]*.
2. The members agree that the name of the consulting group for all transactions related to the bidding package is: Consulting group *[insert name of team leader]*.
3. The members commit that no party can voluntarily participate or cooperate in any way with another party to participate in this bidding package.

Article 2. Assignment of responsibilities

The members agree to take joint responsibility and separate responsibility for the implementation of the _____ *[insert name of the bidding package]* as follows:

1. The leading member of the Consultant Group (team leader)

The members agree to authorize _____ *[insert name of one member]* as the leading member of the Consultant Group, representing the Consultant Group in the following tasks:

- *Sign the letter of interest.*

- *Sign documents for the transaction with the purchaser during the selection process, including the written request for clarification of the Request for proposals and the written explanation and clarification of the Request for proposals (if any).*

2. Expected responsibilities of each member of the Consulting Group to implement the bidding package:

The participating parties are expected to assign responsibilities of each member as follows: _____ *[Insert expected main job content of each member, including the leading member]*.

Article 3. Effect of the agreement

The Agreement takes effect from the date of signing and terminates in the following cases:

1. The consulting group may not be selected to implement the above-mentioned bidding package.
2. Cancellation of selection for bidding packages according to notices of the purchaser.

The agreement to establish the consulting group is made in _____ copies, each party keeps _____ copies with equal legal validity.

Team leader and all members

[Signature and full name]

Form-3 – DECLARATION OF UNDERTAKING

Date:

Tender Ref:

We, the undersigned, declare that:

a) We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any of Purchaser's staff or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

b) We meet the eligibility requirements, and have no conflict of interest.

c) We commit to have sufficient financial and legal capacity as well as experience to carry out the consultancy services in accordance with the provisions and requirements set forth in this Request for Proposals.

d) We commit not being in the process of dissolution; nor be concluded to be in bankruptcy, nor in state of cash-flow insolvency and/or balance-sheet insolvency.

e) We also underscore the importance of adhering to environmental and social standards in the implementation of the project.

f) We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

g) We also declare that our company/all members of the Joint Venture/group has/have not been included in the list of sanctions of the United Nations, nor Vietnamese Government and affirm that our company/all members of the consortium will immediately inform the Purchaser if this situation should occur at a later stage.

h) We acknowledge that, in the event our company (or a member of the Joint Venture/member of our group) is added to a list of sanctions that is legally binding on the Purchaser, the Purchaser is entitled to exclude our company/the Joint Venture from the procurement procedure and, if the



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contract is awarded to our company/the Joint Venture, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Signature and seal :in the capacity of.....

Duly authorized to sign tenders for and on behalf of.....

.....

(IN BLOCK CAPITALS)

Form-4 – DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN TO PERFORM THE ASSIGNMENT

You are suggested to present your Technical Proposal divided into the followings:

I. Understanding of the Mandate and objectives of the Project and the Assignment: You should explain your understanding of the project and TOR especially objectives, timeline and mandate of the assignment, approach to the services and outputs.

II. Technical Approach and Methodology. You should explain your approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Task	Methodology

III. Work Plan. You should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and proposed delivery dates of the reports. Please use the timeline in the TOR as a reference. The proposed work

plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule

No.	Task	Completion time	Total man-days	Field Location	Days at Field
I	Task 1				
1			
2			
...			
II	Task 2				
1			
2			
	Total				

I. Deliverables

No.	Task	Deliverable	Timeframe
1	Task 1		... days after contract signing date
2	Task 2		... days after contract signing date



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Form-5 – TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INFORMATION

No.	Full name	Citizenship	Position	Working Location	Days (person/day)					Total Man-days
					Task 1 (1)	Task 2 (2)	...1 (n)	At Home 2	At Field 3	
I. Key Experts										
1	[Example: Mr. Nguyễn Văn A]	[Viet Nam]	[Leader]	[Home]						
				[Field]						
2										
...										
							Total			

Form-6 – CURRICULUM VITAE (CV) FOR PROPOSED KEY EXPERTS

Use an existing resume or use the attached template. This should include the resumes of all related consultants.

Proposed Position (*only one candidate shall be nominated for each position*):

Name of Consultant (*Insert full name*):

Date of Birth: **Citizenship :**

Education (*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of acquisition*):

Membership in Professional Associations:

Working experience:

Duration	Name of organization	Position
From month...date...to month...date...

Expected tasks assigned in the bidding package:

Details of expected tasks assigned in the bidding package:	[Indicate previous experience in performing related tasks to prove your ability to perform assigned tasks]
<i>[Indicate the tasks that experts are assigned to perform]</i>	
...	



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Competency: *[Describe in detail the experience and training courses attended to meet the assigned scope of work. In the description of experience, it is necessary to clearly state the specific tasks assigned to each project and the name/address of the investor/procuring]*

Qualification *(Indicate significant training since degrees)*

Languages *(For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing):*

Contact information: *[Specify name, phone number, email of the person to be contacted for information verification]*

Professional references *(Provide three professional references and/or evidence of relevant experience and mentioned competencies)*

I hereby certify that the above information is true, if wrong, I will take responsibility before the law.

_____ date, month, year

[Signature and full name]

Note:

- Each individual consultant on the list mentioned in Form-4 must declare this Form.
- Upon request, the Consultant will send copies of the contract to the soliciting party; Photocopy of diploma, and professional practice certificate.

Form-7 – STATEMENT OF AVAILABILITY

To: WWF-Viet Nam
No.6, Lane 18 Nguyen Co Thach Str.,
Nam Tu Liem Dist., Hanoi
Email: procurement@wwf.org.vn

Ref. No.: _____

Dear Sir/Madam,

Subject: *[insert number and name of the package]*

Statement of Availability

I (We), the undersigned

State that the proposed named expert(s) listed below is/are available to carry out the services relating to the Request for Proposal dated *[insert date]* mentioned above as from, for the period initially envisaged in the proposal submitted.

No	Expert's Name	Title/Position	Duration
1			
2			
3			
...			

I (We) understand that failure to make the named expert(s) listed above available for the performance of the services may lead to the cancellation of the Contract if the justification provided for the personnel change is not accepted by WWF Viet Nam in advance

Signature and stamp: _____

Name on behalf of the Company: _____

Title: _____

Date: _____



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Form-8 FINANCIAL PROPOSAL SUBMISSION

For *[insert number and name of the package]*

[Location, Date]

TO: WWF-Viet Nam
No.6, Lane 18 Nguyen Co Thach Str.,
Nam Tu Liem Dist., Hanoi

Dear Sirs/Madams,

We, the undersigned, offer to provide the consulting services for ***[insert name of the package]*** in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], [Insert "including"]* of all indirect local taxes. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Signature and seal :in the capacity of.....

Duly authorized to sign tenders for and on behalf of.....

.....

(IN BLOCK CAPITALS)

Form-9 FINANCIAL PROPOSAL – COST BREAKDOWN

Detailed Cost Calculation for Package *[insert number and name of the package]*

1. Remuneration	Unit	Quantity	Unit Rate	Amount
1.1. Deliverable 1				
1.1.1 Team Leader				
1.1.2 Expert 1				
1.1.3 Expert 2				
..				
1.2 Deliverable 2				
1.2.1 Team Leader				
1.2.2 Expert 1		...		
1.2.3 Expert 2		...		
..				
1.3. Deliverable 3				
1.3.1 Team Leader				
1.3.2 Expert 1				
1.3.3 Expert 2		...		
..				
Sub-total				
2. Allowance, Accommodation, Complementary Travel Costs				
2.1 Allowance, accommodation - Long-term staff		...		
2.2 Allowance, accommodation - Short-term staff		...		
...				
Sub-total				
Travel & Transport Cost				



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3.1 Vehicle lease/rent		...		
3.2 Other local transport (short-term, peak)		...		
3.3 Flights		...		
...				
Sub-total				
4. Reports and Documents				
4.1 ... (Type of reports/documents to be stated)		...		
4.2		
Sub-total				
...				
Total (net of taxes)				
Taxes				
- State the VAT percentage applied - In case Personal Income Tax (PIT) is applied, calculate the PIT as: PIT= (Total (net of taxes)/0.9)*10%				
Grand – Total				

Form 10 – RELEASE LETTER FORM

(Applied for an individual consultant who is a full-time employee of an organization and only be requested to submit before the signing of consulting service contract)

(Áp dụng cho tư vấn cá nhân là nhân viên toàn thời gian cho một tổ chức và chỉ được yêu cầu nộp trước khi ký kết hợp đồng dịch vụ tư vấn)

[LETTERHEAD OF CONFIRMATION LETTER ISSUED]

RELEASE LETTER - THƯ XÁC NHẬN

Date & Time

Ngày

To: WWF-Viet Nam

Kính gửi: WWF-Viet Nam

The [Name of the Organization] agrees that:

[Tên tổ chức] đồng ý:

Mr/Ms. [Name of Consultant], [Job title in the organization]

ID Number: issued by: dated:

Mr/Ms. [Tên tư vấn], [Chức vụ]

Số CMT: cấp tạingày

Has been approved by [Name of the Organization] to provide independent consulting services for WWF-Viet Nam on [Name of the consultancy assignment] under [Project name] during the time, tentatively from [when] to [when].

[Tên tổ chức] đồng ý cho phép ông/bà [Tên tư vấn] thực hiện dịch vụ tư vấn độc lập cho tổ chức WWF Việt Nam trong khuôn khổ dự án. [Tên dự án] trong khoảng thời gian dự kiến từđến

During this consultancy assignment, Mr/Ms. [Name of the Consultant] commits to:

- Implement the consultancy services outside of the official working hours of his/her employer or during his/her approved annual leave.
- Implement the consultancy services outside of his regular duties assigned by his/her employer.

Trong thời gian thực hiện dịch vụ tư vấn này, Ông/bà. [Tên tư vấn] cam kết:

- Thực hiện các dịch vụ tư vấn ngoài giờ làm việc chính thức quy định bởi [Tên tổ chức] hoặc trong thời gian nghỉ phép của Ông/Bà [Tên tư vấn]
- Thực hiện các công việc tư vấn độc lập ngoài phạm vi nhiệm vụ chính thức được giao tại [Tên tổ chức]



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Sincerely,
Trân trọng,

(Sign or seal according to the internal authority of the certifying organization)

(Ký đóng dấu hoặc đóng dấu treo theo thẩm quyền nội bộ của tổ chức xác nhận)

Attachment: WWF's General Terms and Conditions

GENERAL TERMS AND CONDITIONS for purchasing of goods and/or services - WWF-World Wide Fund for Nature (formerly World Wildlife Fund)

Article 1. Definitions

1.1 WWF INTERNATIONAL:

WWF-World Wide Fund for Nature (formerly World Wildlife Fund), a Swiss foundation pursuant to Articles 80 ff of the Swiss Civil Code, No. CH-550.0.128.920-7, with its registered address at Rue Mauverney 28, 1196 Gland, Switzerland. To achieve its primary and other objectives, WWF INTERNATIONAL finances and organizes nature conservation projects.

1.2 The counterparty:

The natural or legal person with which WWF INTERNATIONAL contracts an agreement for the purchase/delivery of goods, the performance of services or activities, or any other contract.

1.3 Processing of personal data:

The processing and/or editing of personal data, as defined in the General Data Protection Regulation UE 2016/679, supplied by WWF INTERNATIONAL to the counterparty (or third party engaged by the counterparty) in the context of a contract between WWF INTERNATIONAL and the counterparty.

1.4 Controller/processor:

The party responsible for the data processing (the controller) is WWF INTERNATIONAL; the processor is the natural or legal person processing the data at the instruction of WWF INTERNATIONAL and who is not subject to the direct authority of WWF INTERNATIONAL.

Article 2. Applicability

2.1 These General Terms and Conditions apply to all agreements between WWF INTERNATIONAL and the counterparty under which WWF INTERNATIONAL receives/has received one or more goods from the counterparty and/or under which one or more (specified) activities have been performed and/or services rendered for WWF INTERNATIONAL, as well as all offers and quotes of WWF INTERNATIONAL and/or agreements under which WWF INTERNATIONAL delivers one or more goods and/or performs one or more (specified) activities and/or renders one or more (specified) services to the counterparty, as well as any other agreement between WWF INTERNATIONAL and the counterparty.

2.2 WWF INTERNATIONAL explicitly rejects any general terms and conditions or other conditions used and/or declared applicable by the counterparty, even where the counterparty makes specific reference to such terms and conditions.

Applicability of the terms and conditions of the counterparty must be explicitly agreed in writing by WWF INTERNATIONAL.

2.3 In the event of a conflict between the provisions of an agreement between WWF INTERNATIONAL and the counterparty on the one hand, and the provisions of these General Terms and Conditions on the other hand, the provisions of the agreement prevail.



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2.4 In the event of a conflict between these General Terms and Conditions and the provisions of the general terms and conditions of the counterparty declared applicable in observance of article 2.2, the provisions of these General Terms and Conditions prevail.

Article 3. Performance of the services

3.1 An agreement for the delivery of goods or an agreement for the performance of activities/ services is contracted either by a separate written agreement, the placement of a written order by WWF INTERNATIONAL or a quote issued by the counterparty which is signed by WWF INTERNATIONAL

In the above cases, these General Terms and Conditions will apply in accordance with art. 2.1.

3.3 The content of the agreement may not differ from the content stated by WWF INTERNATIONAL in the order, whether that content is stated prior to or after a quote is issued by the counterparty, unless WWF INTERNATIONAL consents to any different content in writing.

3.4 The counterparty is not permitted to transfer the rights and/or obligations under the agreement, whether in whole or in part, to third parties, unless WWF INTERNATIONAL has granted its prior written consent.

3.5 The counterparty is retained as an independent contractor and is not engaged in an employee-employer relationship, partnership, joint venture, or agency contract of any kind with WWF International or any of its programme offices.

The counterparty has no authority to create any obligation, express or implied, on behalf of WWF International.

The counterparty does not and may not assume to represent WWF International unless authorized to do so by WWF International in writing.

Article 4. Warranty

4.1 The counterparty warrants the soundness of the goods delivered or activities/services performed, and the counterparty warrants the accuracy of the specifications thereon provided by the counterparty. The counterparty will also ensure that the goods delivered and/or activities/services performed are in compliance with applicable law.

4.2 If within one (1) year after approval by WWF INTERNATIONAL, faults in the goods delivered (including, but not limited to, material and manufacturing faults in the materials used by the counterparty not provided by WWF INTERNATIONAL) or shortcomings in the activities/services performed are observed, then the counterparty must either repair/replace the goods or remedy the fault/shortcoming, at its own cost, without prejudice to WWF INTERNATIONAL's entitlement to reimbursement of damages.

4.3 The warranty will not extend to less than the remedying of all faults arising during the agreed warranty period, with the exception of those resulting from normal wear and tear or obsolescence, immediately and in full, following notification to the counterparty, at no cost. The warranty does not limit WWF INTERNATIONAL's entitlement to compensation of damages.

4.4 The warranty period will commence on the day on which the goods are actually put into use by WWF INTERNATIONAL.

4.5 In the event of repair or replacement during the warranty period, the warranty period will be deemed to have restarted from the date of repair or replacement.

Article 5. Force majeure

5.1 In the event of a temporary or permanent state of force majeure on the part of the counterparty, WWF INTERNATIONAL is temporarily or permanently discharged from the obligations under the agreement, and WWF INTERNATIONAL is also entitled to consider the agreement as dissolved. In that case, the counterparty is not entitled to compensation of damages.

5.2 For the purposes of this agreement, force majeure is defined as force majeure within the definition of the Swiss Civil Code. In any event, this definition does not include the non-fulfilment or late fulfilment by a third party of its obligations towards the counterparty.

5.3 In the event of a temporary state of force majeure on the part of WWF INTERNATIONAL, WWF INTERNATIONAL is authorized to extend the terms within which the agreement is to be performed by the period in which the temporary state of force majeure is in effect.

Article 6. Payment

6.1 Payment by WWF INTERNATIONAL will be made within thirty (30) days after acceptance or approval of the goods and/or services and/or activities or, if the date of receipt of the counterparty's invoice is after that thirty day period, within thirty (30) days after that date.

6.2 WWF INTERNATIONAL is at all times authorized to deduct claims of WWF INTERNATIONAL against the counterparty from the counterparty's claims.

6.3 If the counterparty assigns or pledges its claim against WWF INTERNATIONAL to a third party, WWF INTERNATIONAL must be notified thereof by means of a registered letter, failing which WWF INTERNATIONAL may settle this claim by payment to the counterparty despite the assignment or pledge. In such cases, the counterparty will indemnify WWF INTERNATIONAL from any actions of that third party.

6.4 Unless it has been determined otherwise in the agreement, the counterparty is not entitled to charge price-increasing factors which have arisen after the issue of the quote or the contracting of the agreement to WWF INTERNATIONAL.

6.5 The counterparty can only charge price increases as a result of additional work if WWF INTERNATIONAL has consented in writing to the performance of that additional work at the price in question.

Article 7. Liability

7.1 If the counterparty remains partly or fully in default of the fulfilment of its obligations under the agreement, WWF INTERNATIONAL is authorized to either suspend the fulfilment of its obligations under the agreement or to consider the agreement dissolved, at the choice of WWF INTERNATIONAL. In either case, WWF INTERNATIONAL is authorized to charge all damages to the counterparty.

7.2 In the situation referred to in article 7.1, WWF INTERNATIONAL may assign the further performance of the agreement to a third party, at the counterparty's expense.



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7.3 In the event of non-fulfilment by the counterparty of one or more of its obligations under the agreement, WWF INTERNATIONAL is authorized to charge extrajudicial costs to the counterparty in the event that WWF INTERNATIONAL is obliged to charge a third party with the handling of the matter.

7.4 The counterparty indemnifies WWF INTERNATIONAL in the broadest sense of the word for all damages or damages claims (including, but not limited to the tax authorities based on any alleged employment contract between the parties) relating to and/or resulting from an agreement with the counterparty, excepting where WWF INTERNATIONAL can be held liable on the basis of the provisions of the present article.

7.5 Unless agreed otherwise in writing, WWF INTERNATIONAL cannot be held liable for any damages relating to and/or resulting from an agreement with the counterparty, unless these damages are the direct consequence of intent or gross negligence on the part of WWF INTERNATIONAL and these damages are attributable to WWF INTERNATIONAL pursuant to the law.

7.6 Under no circumstances is WWF INTERNATIONAL liable for damages and/or costs of any nature and/or amount whatsoever that are in any way related to or result from actions, omissions, errors and/or the quality of the work of third parties that are engaged by WWF INTERNATIONAL in the performance of the agreement, even in the event of intent or gross negligence on the part of these third parties.

7.7 If and insofar as – despite the provisions of the present article – it should turn out that WWF INTERNATIONAL bears any liability under any title whatsoever, this liability is at all times limited to the contractual interest (per year) of the contract in question, or at least to the amount paid out by WWF INTERNATIONAL's liability insurance, in either case up to a maximum of 250.000,- Swiss francs.

7.8 Every claim of the counterparty against WWF INTERNATIONAL expires one (1) year after the termination and/or completion of the performance of the agreement to which the claim pertains, unless the fact on which the legal claim is based could not have been observed within this period, in which case the legal claim in question expires one (1) year after the moment at which the relevant fact could have or should have been observed by the counterparty.

7.9 The counterparty indemnifies WWF INTERNATIONAL against all claims of third parties in regard to the agreements implemented by WWF INTERNATIONAL, unless it becomes established at law that these claims are a consequence of intent or gross negligence of WWF INTERNATIONAL, and, moreover, the counterparty demonstrates that it is blameless in this regard.

Article 8. Intellectual Property Rights

8.1 Nothing in this agreement will entitle a Party to use any trademarks, trade names, logos or any other intellectual property rights of the other Party without the other Party's express written consent. Unless expressly provided for under the Agreement, no license or right, express or implied, is hereby conveyed or granted by WWF INTERNATIONAL to the counterparty in relation to WWF INTERNATIONALS intellectual property rights.

8.2 Unless it has been determined otherwise in this agreement, WWF INTERNATIONAL is the title holder to the materials', goods and/or services to be produced by the counterparty under the agreement on which copyrights and other intellectual or industrial property rights or similar rights could be vested. The counterparty undertakes the obligation to perform any juristic acts necessary for any transfer to WWF INTERNATIONAL of copyrights and other rights of intellectual or industrial property or similar rights.

8.3 In any event, the counterparty indemnifies WWF INTERNATIONAL from all claims of third parties resulting from and/or relating to the materials, goods and/or services provided to WWF INTERNATIONAL on which copyrights and other rights of intellectual or industrial property or similar rights are vested.

Article 9. Duration of contract

9.1 Unless it has been determined otherwise between the parties , agreements are entered into for a one year term (Term). The agreement shall be renewable at the end of the current Term for a successive 3 years term unless either party gives written notice of its intention not to renew 3 months before expiration of the current Term.

9.2 Unless it has been determined otherwise between the parties, the agreement must be terminated by registered letter. Upon termination of the agreement, both parties will observe a notice period of three (3) months.

9.3 Either party is authorized to dissolve the agreement (in whole or in part) without any notice of default or judicial intervention being required, with immediate effect, by means of registered letter to the counterparty, if:

- a. the counterparty does not fulfil/has not fulfilled one or more of its obligations under the agreement and, after being notified by demand letter, has still failed to do so two (2) weeks after the demand or is still acting in violation of one or more provisions of the agreement and, after being notified by demand letter, has not desisted its violation of one or more of the provisions of the agreement within five (5) business days;
- b. the counterparty is declared bankrupt, applies for suspension of payments, is placed under conservatorship, changes its business activities or undergoes a change of actual control;
- c. the counterparty's situation is such that due to insolvency, prejudgment conservatory attachment is laid on its moveable and/or immovable property or any portion thereof, and this attachment is not lifted within fourteen (14) days;
- d. a situation arises under which, in consideration of the damages or impending damages, a party cannot be required to allow the agreement to continue. This basis will arise for WWF INTERNATIONAL primarily, but not exclusively, if as a result of or in relation to the agreement, such negative publicity arises that in the opinion of WWF INTERNATIONAL, it cannot reasonably be required to allow the agreement to continue (this at the sole determination of WWF INTERNATIONAL);
- e. the counterparty regularly fails to fulfill one or more of its obligations, or regularly fails to do so in a timely manner and/or after the first demand.

9.4 Dissolution of the agreement pursuant to the provisions of this agreement is without prejudice to all other rights accruing to the dissolving party under this agreement and/or the Swiss Civil Code on



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the basis of attributable or non attributable failure, and also without prejudice to the dissolving party's option to claim compensation of damages.

Article 10. Processing of personal data

10.1 WWF INTERNATIONAL remains the controller of personal data that it needs to share with the counterparty for the purposes of the agreement between them. The counterparty and/or the third party/processor to be designated by the counterparty will have no independent authority over the personal data to be supplied by WWF INTERNATIONAL.

10.2 The counterparty and/or the third party/processor to be designated by the counterparty will only process the personal data supplied by WWF INTERNATIONAL after a written instruction of WWF INTERNATIONAL to do so, except in cases where it has been prescribed otherwise by a provision of law and/or judicial order, in which case the counterparty and/or the third party/processor engaged by the counterparty is obliged to inform WWF INTERNATIONAL immediately.

10.3 The counterparty will only engage a third party or parties as processor after obtaining the written permission of WWF INTERNATIONAL to do so.

10.4 The counterparty and/or the third party/processor to be designated by the counterparty, and WWF INTERNATIONAL will take sufficient steps (both technical and organizational) to secure the personal data in question against loss or unlawful processing. WWF INTERNATIONAL is at all times authorized to inspect the steps taken or have them inspected.

10.5 The counterparty is obliged to adhere to the confidentiality obligation as set out in the General Data Protection Regulation. The counterparty is obliged to enforce the compliance by the third party/processor it engages with the provisions of article 12.3 of these General Terms and Conditions and the confidentiality obligation as set out in the General Data Protection Regulation.

10.6 If the counterparty and/or the third party/processor to be engaged by the counterparty processes the data of WWF INTERNATIONAL in another member state of the European Union (whether directly or indirectly), the counterparty and/or the third party/processor to be engaged by the counterparty will ensure that this is done in accordance with the legislation and regulations of that member state. The processor will only process the personal data of WWF INTERNATIONAL (whether directly or indirectly) in a country outside of the European Union after prior consultation with WWF INTERNATIONAL.

Article 11. Applicable law/disputes

11.1 All orders and agreements for the purchase/delivery of goods and/or the performance of services and/or activities, as well as all other agreements, are governed by Swiss law.

11.2 Any disputes between the parties arising from, resulting from and/or relating to any agreement with the counterparty will be presented to the Courts of the Canton of Geneva, insofar as this is not precluded by the provisions of law.

Article 12. Compliance with WWF International policies.

Counterparty has read, understands, and commits to, the WWF Fraud & Corruption Policy to be downloaded to be downloaded from: https://wwf.panda.org/discover/about_wwf/our_values/ and

commits to act in a way consistent with WWF international's Code of Ethics attached here in and will not engage in fraudulent or corrupt acts.

Article 13. Concluding provisions

12.1 If any provision of these General Terms and Conditions proves to be not legally valid and/or loses its legal validity, this will not affect the other provisions of the General Terms and Conditions, and the parties are obliged to establish a new provision as quickly as possible, with a scope which approaches the former provision as closely as possible.

12.2 Changes to these General Terms and Conditions and the agreement are only valid if agreed in writing between the Parties.

12.3 Except in cases where a provision of law and/or judicial order dictates otherwise, both during the term of the agreement and thereafter the parties are obliged to observe confidentiality in regard to all confidential information received by them, and to in no way disclose such information and/or grant the use of it to any third party, and to only use that information for the purpose for which it was provided. For the purposes of this article, "third party" is understood to include all persons working in the parties' respective organizations that do not need to be made aware of the information in question.