



كربون دبي
DUBAI CARBON

Request for Proposal (RFP)
for
“Carbon Trading Plan & Pricing Strategy”
(Ref. RFP # 2021-2)

RFP Issue Date : Sept 22nd, 2021

Response Due Date : Oct 6th, 2021

Time : 02:00 PM (Dubai Time)

Submission : Email at tendercommittee@etihadesco.com

Important Notice:

1.Any Proposal received after proposal Submission Time shall be deemed rejected.

2.Any inquires to be addressed to Etihad.tenders@etihadesco.com

IMPORTANT NOTICE

This Request for Proposal is being made available by Dubai Carbon Centre of Excellence (hereinafter referred to as DCCE or The Employer) to the bidders on the terms set out in this RFP.

This RFP contains a summary of available information and no reliance will be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information. Neither Dubai Carbon Centre of Excellence nor its clients or partners will have any liability or responsibility in relation to the accuracy, adequacy or completeness of neither such information nor any statements made. For the avoidance of doubt, bidders should not assume that such information or statements will remain unchanged. Nothing in this RFP will be construed as legal, financial or tax advice. In no circumstances will Dubai Carbon Centre of Excellence, its partners or clients incur any liability or responsibility arising out of or in respect of the issue of this RFP.

Dubai Carbon Centre of Excellence reserves the right to amend this RFP, the procurement process, its requirements and any information contained herein at any time by notice, in writing, to the bidders.

Nothing in this RFP is, or should be relied upon as representation of fact or a promise as Dubai Carbon Centre of Excellence's decision at the end of the procurement process or its ultimate decision in relation to the award of any agreement(s) or any other future event.

Dubai Carbon Centre of Excellence and its customers, advisers, consultants, contractors, employees and/or agents do not accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to this procurement process. No legal relationship or other obligation will arise between a bidder and Dubai Carbon Centre of Excellence unless and until an agreement has been formally executed in writing Dubai Carbon Centre of Excellence and the bidder and any conditions precedent to its effectiveness have been fulfilled.

Dubai Carbon Centre of Excellence reserves the right, at its absolute discretion and without notice, to terminate, abandon, alter or change the basis of this procurement process, or to exclude one or more of the bidders from this procurement process and, in such circumstances, Dubai Carbon Centre of Excellence and its respective advisors shall not be liable to any person(s) as a result thereof.

Each bidder's acceptance of delivery of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this RFP.

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1. GENERAL INFORMATION

1.1 Introduction:

Dubai Carbon Centre of Excellence was established on 18th January 2011, by an agreement between the Subai Supreme Council of Energy (DSCE) and the Unites Nations Development Programme (UNDP), in the presence of H.H. Sheikh Mohammed bin Rashid Al Maktoum, Vice President and Prime Minister of the United Arab of Emirates (UAE) and Ruler of Dubai, H.H. Sheikh Hamdan bin Mohammed bin Rashid Al Maktoum, Crown Prince of Dubai, and UN Secretary General Ban Ki-Moon. Dubai Carbon is a ‘Private Joint Stock Company’ (PJSC) shared between Dubai Electricity and Water Authority (DEWA), Emirates National Oil Company (ENOC), Dubai Holding and Empower. Dubai Carbon was established to capture a growing niche market, catering specifically for the transition to a low-carbon and green economy through the consolidation of knowledge.

1.2 Purpose of RFP

Dubai Carbon’s objective in issuing this Request for Proposal (RFP) is to enter into contract with a Consultant capable of developing carbon trading plan and pricing strategy as per scope outlined in Attachment - 01 of this RFP.

1.3 Selection Process

The bidder selection process will be carried out along the following stages:

1. Receipt of Bids from bidders
2. Evaluation of proposals and selection of bidder. The bidders’ proposals will be evaluated in accordance with Section 4 “Proposal Evaluation” of this RFP
3. Award of job to successful Bidder.

1.4 Inquiries

Bidders are requested to send all the queries regarding the RFP documents at etihad.tenders@etihadesco.com through email. Any such enquiry must be received no later than five (5) days before the proposal submission date.

1.5 Requested Bonds

1.5.1 Proposal Bond

The proposal for each bidder shall be accompanied by a proposal bond of an amount equal to 2 % of the Bid value. The bond must be an unconditional and irrevocable bank guarantee issued by a major bank in UAE in favor of the Employer in a format strictly in accordance with in Attachment 3 (Form of

Proposal Bond). The proposal bond shall be valid for one hundred and twenty (120) calendar days calculated from the date of proposal submission.

The proposal bond will be cashed by the Employer under any of the following circumstances:

1. If the bidder has presented a proposal and withdraws its proposal before the end of the validity period; or
2. If the bidder that will have been selected fails, for any reason, to accept the awarded contract, or sign an agreement corresponding to its proposal.

The proposal bond of the selected bidder and unsuccessful bidder(s) will be returned by the Employer within thirty (30) days of upon signing of the Contract, with the successful bidder.

2. PROPOSAL SUBMISSION

Bidders must submit tender proposal to Dubai Carbon at tendercommittee@etihadesco.com on or before schedule i.e. October 6th, 2021 by 02:00 pm(Dubai Time)

- The proposal must be prepared in **Microsoft Word or searchable PDF**.
- All submitted documents must be clear and legible, and all pages shall be numbered.
- The bidders should strictly comply with submission requirements outlined to section 3 of this RFP, failing to which may lead to immediate disqualification:
- Bidders shall be responsible to ensure that the proposal in full Soft Copies reaches above mentioned email address before 02:00 pm (Dubai Time) on October 7th, 2021.
- All received proposals shall become property of the Employer and will not be returned to the bidder.
- The Employer reserves the right to reject any or all proposals on the basis of being unresponsive to these guidelines or for failure to disclose requested information.
- Bidder's Proposal should be valid for 120 days from prescribed submission date.

3. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Detailed Description of Mandatory Proposal Sections

I. TECHNICAL PROPOSAL

The bidder shall include the following element, as a minimum, as part of the technical proposal:

A. **Table of Contents**

- Table of contents properly annotated with respect to section and page numbers to facilitate locating the information included

B. Annexes

- Form of Bid in accordance with Annexure A
- Structure and Organization in accordance with Annexure B
- Statement of Compliance in accordance with Annexure C
- Relevant Experience with Annexure D
- Confidentiality Undertaking in accordance with Annexure E

II. FINANCIAL PROPOSAL

The bidder shall include the following elements, as part of the financial proposal:

- Form of Bid, in accordance with Annexure A
- Proposal Bond in the amount and form specified in Attachment 3 (Form of Proposal Bond). This shall be in UAE dirhams for an amount equal to 2 % of Bid value
- The scanned copy of the Proposal Bond should be included in the Technical Proposal. The Original Proposal Bond should be submitted at DCCE office at the below address.
- Cost for each defined activity (I.e. Assess the market, increase the demand, establish the mechanism, promote the supply, institutionalizing the authority) shall be submitted separately in Financial Proposal.

4. PROPOSAL EVALUATION

Following will be criteria for the evaluation of successful bid proposal:

4.1 Proposal Evaluation

Proposals will be evaluated based on the following criteria:

S#	Area	Points
1	Company Profile	10
2	Operation Approach	10
3	Technical Merit	20
4	Relevant Past Experience	20
	Total Score	60

4.2 Overall Score Evaluation:

- 4.2.1 Total 40 points shall be given to the proposal which has lowest price. For calculating points of other bids following formula shall be used:
- 4.2.2 Financial Proposal Points of Proposal 'X' shall be equal to lowest evaluated price multiply by 40 and divided by total price of Proposal 'X'.

4.2.3 Achieved Score of Proposal 'X' = Lowest Evaluated Price x 40 / Total Price of Proposal 'X'

S#	Evaluation	Points Scored		
		Bidder 'X'	Bidder 'Y'	Bidder 'Z'
1	Technical			
2	Financial			
3	Overall			

ATTACHMENTS

ATTACHMENT 1 : SCOPE OF SERVICES

ATTACHMENT 2 : PROPOSAL REQUIREMENTS (ANNEXURES)

ATTACHMENT 3 : FORM OF PROPOSAL BOND

ATTACHMENT 1 - SCOPE OF SERVICES

BACKGROUND

The environment is witnessing observable tragic effects due to global climate change. Greenhouse gas emissions are being called to be regulated by creating trading schemes and crediting mechanisms referred as carbon market mechanisms. These mechanisms were first introduced through The Kyoto Protocol. The protocol committed the industrialised countries to limit and reduce greenhouse gases (GHG) emissions. Leaving the developed countries without any binding targets for emissions reductions. On the other hand, the Paris agreement acknowledged that climate change is a shared problem and called on all countries to take action to control climate change and set emissions targets. As a result, a cap and trade mechanism was established to limit the total emissions from all regulated entities to a certain amount. This created the Carbon Credit Market which incentivized all developing countries to implement mitigation initiatives.

Furthermore, Article 6 of the Agreement recognizes that some parties choose to pursue voluntary actions to their countries contributions to promote sustainable development. Thus, after the end of the Kyoto protocol in 2020, the Paris Agreement will provide a continuity for the use of carbon market mechanisms. Market based instruments have been considered within the provision of the Paris Agreement, with the potential to generate financial resources to support national and international climate goals.

Developing countries, which are considered voluntary markets for carbon credits, submitted their voluntary targets through the Nationally Determined Contributions (NDC) commitments. By participating in a carbon market, sellers can benefit by generating revenue, while buyers can cover their emissions by purchasing carbon credits at a potentially lower cost. Carbon markets are therefore seen as a mean to meet carbon reduction targets and Nationally Determined Contributions (NDC) commitments. As an outcome, the new market mechanism under the Paris Agreement will create a growing demand for voluntary carbon credits however, there has to be a robust system in place to ensure that any carbon credits that are generated in the UAE can be sold to other countries towards their NDCs.

PURPOSE

The purpose of this project is to develop the plan and strategy for Dubai Carbon Centre of Excellence (DCCE) to establish a carbon trading platform. The reason behind this is to create a value for the carbon credits within the UAE by setting a goal to create a market to increase the demand of the carbon credits and unify the prices.

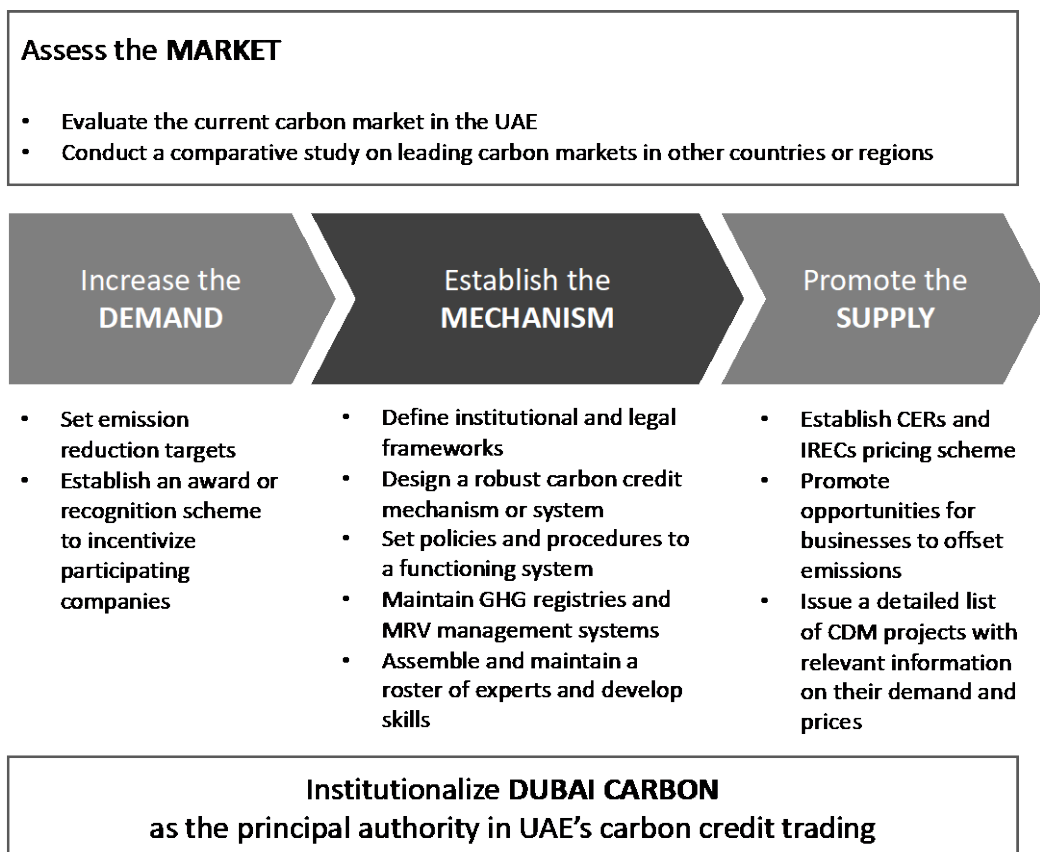
OBJECTIVES

The goals of this projects is to develop a strategy for Certified Emission Reductions (CERs) and International Renewable Energy Certificates (IRECs) pricing, create demand for CERs and IRECs, establish a roster of experts, establish clear policies and procedures and to make DCCE become the official UAE issuer for all CDM initiatives.

PROJECT COMPONENTS AND DELIVERABLES

Achieving the goal to intensify carbon trading activities in the UAE requires a holistic plan and robust strategies to increase the demand for carbon credits by creating better value for them and communicating their benefits to participating companies' bottom line and reputation. It is also essential to establish legitimacy of market mechanisms to gain the trust of current and potential stakeholders and facilitate growth of trading activities towards a highly matured carbon market in the country. Being the pioneer and the most instrumental organization in initiating UAE's carbon trading, DCCE shall be mandated as the principal authority who will ensure that all mechanisms and activities related to offsetting carbon emissions through buying and selling carbon credits are well established and trusted.

The following figure presents a framework on how five interdependent components and their sub activities will facilitate the achievement of the project objectives.



I. Assessment of the Carbon Market

In order to have a full insight on the carbon market, a study on the current carbon market in the UAE needs to be conducted, as well as studying the carbon markets in other countries then presenting a comparative study between both markets. A research and benchmark with Singapore, India, Morocco, Egypt, Jordan, and Tunisia will help by indicating how the demand is created in these countries. In addition to that, create a comparison table to include the type of CDM projects in each country and which are more preferred and has a higher demand, existing institutional and legal frameworks; existing policies and regulations in relation to carbon taxation and climate change; and carbon credits price range. This will assist in creating a local carbon market. Furthermore, a brief about Article 6 and CORSIA mechanisms should be included, explain how the parties can trade their NDCs for compliance purposes under CORSIA in the international voluntary carbon market. Bilateral agreements between countries help in the transition from CDM to Article 6 mechanism. The existing CDM projects would be the basis for a continued and scale-up effort, and resulting units could potentially transfer to an Article 6 mechanism and used by parties to meet their NDC targets, or be sold for compliance purposes under CORSIA in the international voluntary carbon market. CORSIA represents a new opportunity for the UAE to benefit from climate finance flows. CORSIA is also the first time a company based in the UAE will be able to participate in a compliance carbon market, which will occur this year in 2021.

Deliverables:

- Report on the current carbon credit market in the UAE.
- Comparative Study of the leading carbon markets in different countries and regions (Include the details in the sample comparison table).
- Brief on Article 6 and CORSIA Mechanism including appropriate strategies for DCCE and UAE to maximize the benefits of adopting the scheme and participate.

II. Increasing the Demand for IRECs and CERs

Creating emissions target scheme and credit scheme for setting emissions reductions will increase the demand for the carbon market by making stakeholders to buy more CERs and IRECs. Besides that, establishing awards program or recognition scheme like sustainability awards or green awards will help to motivate companies to participate and will also lead to a higher demand for the carbon market. Examples of the entities to target are Emirates, Etihad Airways, Expo2020, Mai Dubai, MORO, EGA, DP World, Dow, Microsoft, Google, Etc. Also, a study on potential buyers to approach by knowing what industry the business are interested in, tonnes of CO₂ requires, years it is required, would help in increasing the demand.

Deliverables:

- Strategies and targets for emission reductions related to offsetting opportunities through carbon credits (DCCE to provide baseline data).
- Brief and guidelines for an award or recognition scheme for participating companies or organizations.

III. Establishing UAE's Carbon Trading Mechanism

Define the institutional and legal frameworks for proper mechanism establishment and implementation. These structures should be strengthened or developed to meet linking agreement commitments, and the type of linkage should be agreed upon based on the benefits and risks identified. Political support and climate change leadership provide positive market signals, resulting in policies and regulations that favor compliance with linking agreements. Furthermore, the creation of a carbon market or a linkage of carbon markets would require a linking agreement, involving negotiation on the type of linkage and the objectives required for the market to operate effectively. Given that carbon market involve the trade of allowances; certain elements need to be considered when exploring linking options. Parties interested in creating or joining a carbon market should have similar emission target scheme (ETS) design in place with similar ways to measure emission reductions and comparable reduction targets to ensure the alignment of systems. Technical and capital capacities to ensure the robustness of the ETS are necessary for compliance with the agreement. Moreover, design a robust carbon credit mechanism or a system. Set policies and procedures to a functioning system. Maintain GHG registries and MRV management systems to promote credibility within the carbon market. Assemble and maintain a roster of experts and develop skills. Finally, ensure management systems and skills are in place to comply with the requirements.

Deliverables:

- Guidance on establishing institutional and legal frameworks for mobilizing the local carbon market, including multilateral political and economic linkages.
- MRV management system, including policies, procedures, and instructions.
- GHG accounting methodology and registries.
- Skills development plan and Guidance on maintaining a roster of experts.

IV. Promoting the Supply or Opportunities to Offset Emissions

For the supply market to have a better recognition, a clear CERs and IRECs pricing scheme needs to be established. Also, create opportunities for companies to offset emissions. Additionally, a detailed list of CDM projects in the UAE needs to be issued with relevant information on their demand and price with a brief on which type of projects have higher demand and more preferred for offsetting and why. Following the benchmarking, DEWA can do different methods for pricing.

Deliverables:

- Guidelines for UAE's Carbon Credit Pricing Scheme.
- Comprehensive Guide on the available CDM projects in UAE.

V. Institutionalizing DCCE's Authority on Carbon Trading

The aim is to make DCCE become the official UAE issuer for carbon market by selling CERs for offsetting and selling the rights of renewable energy through IRECs. Ideally, The Ministry of Energy and DSCE shall issue the mandate to DCCE to be the principle authority and manage all carbon trading activity in the country.

Deliverable:

- Guidance on establishing institutional and legal frameworks to establish DCCE as the principal authority on UAE carbon trading
- Detailed report on specific strategies and steps to accomplish the aim of this component, including the reference data utilized for the preparation of the report.

ATTACHMENT 2 - PROPOSAL REQUIREMENTS (ANNEXURES)

ANNEXURE A	:	FORM OF BID
ANNEXURE B	:	STRUCTURE AND ORGANIZATION
ANNEXURE C	:	STATEMENT OF COMPLIANCE
ANNEXURE D	:	RELEVANT EXPERIENCE
ANNEXURE E	:	CONFIDENTIALITY UNDERTAKING

ANNEXURE A - FORM OF BID

Main Offer

Dated: _____

RFP No.: _____

To,

Dubai Carbon Centre of Excellence

P.O. BOX 333992

Dubai

United Arab Emirates

Dear Sir,

1. Having examined the RFP, Scope of work and KPI, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide

 the Scope of Work, Specifications and at the prices mentioned in our Proposal.

1. Main Offer	<u>TOTAL TENDER PRICE LUMP SUM</u> <u>IN AED.</u> EXCLUDING VAT	<u>TOTAL TENDER PRICE</u> <u>LUMP SUM IN AED.</u> WITH APPLICABLE VAT
Definite items	in figures:	in figures:
TOTAL	in figures: in words	in figures: in words

We confirm that we fully comply with the Provisions of UAE VAT Law and regulations and have shown separately the applicable VAT amount against each item. We also herewith submit our VAT Tax Registration Number (TRN) and copy of Tax Registration Certificate issued by Federal Tax Authority, UAE. We also understand that VAT shall be payable by Al Etihad Energy Services Co. LLC to us only upon receipt of a VAT compliant valid Tax Invoice as per UAE VAT regulations.

2. **Discount**, if any to be deducted from the above amount(s) is given below:

OFFER	DISCOUNT IN PERCENTAGE
1. Main Offer	<p>.....% (in words)</p>

3. We understand that only such discounts as are shown in this Form of Bid shall be considered and that any discounts shown elsewhere will not be taken into account for tender evaluation and that the discount shall be applicable to the tender as a whole, as well as to all items/sections or parts thereof individually.
4. We undertake, if our Bid is accepted to commence the Works upon receipt of written notification of acceptance of our Tender. The periods shall be calculated from the date of your Fax/Telex/Letter awarding the Contract.
5. We agree to abide by this Bid for the period of **120 days** from the closing date of the Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Your written acceptance on our contract awarding letter shall constitute a binding Contract between us.
7. We confirm that the terms and Conditions given in the RFP , Scope of work and KPI and Contract are acceptable to us and if our proposal is accepted, we shall execute a contract with Al Etihad Energy Services Co LLC accordingly without any exceptions, we further confirm to commence service within (.....) days of the mobilization notice issued by the Employer.
8. In all cases the Contract shall be deemed to commence as from the date of officially awarding this Contract.
9. We understand that you are not bound to accept the lowest or any proposal you may receive.

10. We understand that Employer reserves right to award whole or part of work without any extra cost to Employer.
11. We understand that we will engage the laborer and staff sponsored by our company only. We shall obtain written confirmation & permission from Employer prior to utilizing any sub-contractors / other company personnel.
12. We agree that in the event of our Tender being accepted, we will within 15 (fifteen) days of award of Contract, submit a Performance Bond for 10% of the Contract Price
13. We hereby confirm that no Employer staff or his or her relatives up to third degree has ownership or partnership in our company and our participation in Employer Bid does not constitute a Conflict or perceived Conflict of Interest.
14. We shall be deemed to have fully informed ourselves of the following provision: -

Any commission, advantage, gift, gratuity, reward or bribe given, promised or offered by or on behalf of the Contractor or his agent or servant or any other person on his or their behalf to the Employer or to the Engineer or the Engineer's Representative or to any of their respective members, officers, servants, advisors, agents or employees or to any person on their behalf or on behalf of any of them in relation to the obtaining or to the execution of this or any other contract with the Employer, may, in addition to any criminal liability which may thereby be incurred, subject the Contractor to the cancellation of this and all other contracts which he may have entered into with the Employer and also to the payment of any loss or damage resulting from such cancellation.
15. We attach herewith the original Tender Bond No dated and valid tillfor an amount of Dirhams..... issued from a Bank M/s..... in Dubai along with the Master Tender Document.
16. Our proposal does not contain any deviation or exceptions from the terms & conditions enunciated in the RFP, Scope of Work and KPI documents.

Dated this _____ day of _____ 2021.

Name & Signature _____ in the capacity of _____ duly authorized to sign proposal for and on behalf of:

(NAME OF THE FIRM IN CAPITALS)

Complete Address : _____

Telephone No. : _____

Fax No. : _____

Signature : _____

Witnesses:

1. _____
(Name) (Signature)

2. _____
(Name) (Signature)

----- END OF DOCUMENT -----

ANNEXURE B - STRUCTURE AND ORGANIZATION

To be completed by the bidder. In case of a consortium, all parties forming the consortium should provide the requested information

I. BIDDER'S DETAILS

Legal Name of the Company : _____

Trade License No. : _____

Date & Place of Incorporation : _____

Address : _____

Telephone No. : _____

Telefax No. : _____

Email Address : _____

Company Website : _____

Note: Please attach valid and notarized copies of Company Statement of Ownership, UAE Trade License.

II. EXPERIENCE DETAILS

Total Years of Global Experience : _____

Total Years of Experience in Dubai : _____

Total Years of Experience in Emirates Other than Dubai : _____

Total Years of Experience Other than UAE : _____

III. PLEASE ATTACH COMPANY PROFILE SHOWING YOUR COMPANY STRUCTURE INCLUDING THE POSITIONS OF DIRECTORS AND KEY PERSONNEL

IV. AUTHORIZED COMPANY REPRESENTATIVE

Name : _____

Designation : _____

Nationality : _____

Passport No. : _____

Signatures : _____

Please attach valid and notarized copy of Power of Attorney confirming above details

ANNEXURE C - STATEMENT OF COMPLIANCE

Please state your firm's compliance to terms and conditions of this Request for Proposals and confirm that your proposal (s) will remain valid for 120 days from the submission deadline.

ANNEXURE D - RELEVANT EXPERIENCE

Bidder to fillout the tables below to demonstrate their past and current experience:

1. PAST EXPERIENCE

Using the table below, Bidder to provide detail of plant operations performed in last five years in Dubai, Emirates other than Dubai and other than UAE region.

S#	Company	Client	Region	Type of Project
1				
2				
3				
4				
n				

2. OPERATION WORKS IN HAND:

Bidder to submit subject information using table as follows:

S#	Company	Client	Region	Type of Project
1				
2				
3				
4				
n				

ANNEXURE E - CONFIDENTIALITY UNDERTAKING

TO : DUBAI CARBON CENTRE OF EXCELLENCE
FROM : _____

The bidder (*name of the bidder*) hereby undertakes that:

1. CONFIDENTIAL INFORMATION

In connection with the bidding process in respect of “Carbon Trading Plan & Pricing Strategy” to Dubai Carbon Centre of Excellence (the Project), the bidder understands that the documents including, without limitation, the existence of the concept for the Project itself, software, trade secrets, formulas, methods, techniques, compositions, research data, performance indicators, know-how, processes, designs, drawings, specifications and combinations thereof, computer programs, software, firmware, equipment, systems, products, projects price lists, quotations, details of tender evaluation, and any and all other financial information and statements, personnel, supplier and customers listings, drawings, specifications, literature, and any other material (whether written or not) bearing or incorporating any information relating to this request and intellectual property therein are confidential, but does not include any such information already in public domain or which the Dubai Carbon Centre of Excellence subsequently makes public.

2. UNDERTAKING

In consideration of the Confidential Information being made available by or on behalf of Dubai Carbon Centre of Excellence, the bidder undertakes that:

- The bidder shall use the Confidential Information for the purpose of preparing (and, if required, negotiating) a proposal for this Request for Proposals and for no other purpose and will not permit or assist a third party to make use of the Confidential Information for any other purpose;
- The bidder shall treat and safeguard as private and confidential all the Confidential Information received or held by it and that all material containing Confidential Information shall be and remain the property of Dubai Carbon Centre of Excellence.
- The bidder shall not use the Confidential Information received in any way that is detrimental to Dubai Carbon Centre of Excellence;
- If the bidder or its officers, employees or advisors become (or it becomes reasonably likely that the bidder or they may become) legally compelled to disclose any Confidential Information, the bidder shall give Dubai Carbon Centre of Excellence written notice as soon

as possible and consult with Dubai Carbon Centre of Excellence as to any appropriate action that should be taken; and

- The bidder will inform Dubai Carbon Centre of Excellence in writing immediately on becoming aware of any breach of the terms of this Confidentiality Undertaking.

The bidder acknowledges that neither the bidder nor any of its Officers, Employees, Consortium members, Sub-Contractors of any tier or advisors shall be entitled to any right or license in respect of Confidential Information.

The bidder acknowledges that damages alone would not be adequate remedy for Dubai Carbon Centre of Excellence in respect of the breach of any of the provisions of this Undertaking and accordingly, without prejudice to any and all rights the Dubai Carbon Centre of Excellence may have, Dubai Carbon Centre of Excellence will be entitled by order of a competent court, without proof of special damage, to the remedies of injunction, attachment, specific performance and other relief for any threatened or actual breach of this Undertaking.

The bidder agrees to hold and keep Dubai Carbon Centre of Excellence indemnified from and against any and all liability, losses, damages, costs, expenses (including legal fee, court fee and professional fee), suits and claims which Dubai Carbon Centre of Excellence may suffer or incur as a result of any breach of this Undertaking by the bidder, which indemnity shall be enforced by order of a court of competent jurisdiction.

The Construction, validity and performance of this Undertaking shall be governed by the laws of the Emirate of Dubai, UAE.

BIDDER'S NAME: _____

DULY AUTHORIZED BY LAW TO SIGN ON BEHALF OF THE BIDDER;

Name : _____

Position : _____

Signature : _____

Date : _____

ATTACHMENT 3 - FORM OF PROPOSAL BOND

On Letter Head of a Bank in Dubai

Dubai Carbon Centre of Excellence

P.O. BOX 333992

DUBAI

UNITED ARAB EMIRATES

PROPOSAL BOND NO. <ID>

Date: <Date>

Dear Sirs,

At the request of M/s. <Name> (herein referred to as the “Bidder”) whose principal place of business (registered office) is at <location>. We, <Name> (Name of the Bank) whose principal place of business (registered office) is at <Location> hereby issue in your favor our Irrevocable Bond No. <Bond ID> (“Bond”) in the aggregate sum of <amount> (in words) against your RFP No.2021-2 for Carbon Trading Plan & Pricing Strategy We undertake to pay to you despite any contestations made by the Bidder or any third party an amount or amounts not exceeding in aggregate sum of <amount> (in words).

Against your first demand certifying:

- a) that the bidder has withdrawn its bid or increased its bid prices and/or altered any terms and conditions of its bid against your RFP No.2021-2 for Carbon Trading Plan & Pricing Strategy before the expiration of its bid, or
- b) that having had its Bidder’s Proposal accepted by you, the Bidder has failed to sign an agreement corresponding to its Proposal.

This Bond shall be valid in its full amount until <Date - 120 days from bid submission deadline>.

Any claim against this guarantee must be received in our office on or before the aforesaid date, after which date this guarantee shall become null and void, whether or not it is returned to us for cancellation.

This Bond shall be construed and in all respects be governed by the laws and regulations of the Emirate of Dubai, and (to the extent that the same are applicable therein) the laws and regulations of the United Arab Emirates.

Yours faithfully,

For and on behalf of (Name of the Bank)

..... (Authorized Signatory)