



Request for Proposals (RfP)

Domestic waste collection & recycling programme to pilot EPR model

Name of the Office: IUCN Viet Nam Country Office
RfP Reference: IUCN-23-05-P04323-1

Welcome to this Procurement by IUCN. You are hereby invited to submit a Proposal. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Proposal from this Procurement.

1. REQUIREMENTS

1.1. A detailed description of the services and/or goods to be provided can be found in Attachment 1.

2. CONTACT DETAILS

2.1. During the course of this procurement, i.e. from the publication of this RfP to the award of a contract, you may not discuss this procurement with any IUCN employee or representative other than the following contact. You must address all correspondence and questions to the contact, including your Proposal.

IUCN Contact: Nguyen Thuy Anh – Senior Communications Officer –
thuyanh.NGUYEN@iucn.org

3. PROCUREMENT TIMETABLE

3.1. This timetable is indicative and may be changed by IUCN at any time. If IUCN decides that changes to any of the deadlines are necessary, we will publish this on our website and contact you directly if you have indicated your interest in this procurement (see Section 3.2).

DATE	ACTIVITY
31 May 2023	Publication of the Request for Proposals
5 June 2023	Deadline for expressions of interest
7 June 2023	Deadline for submission of questions
9 June 2023	Planned publication of responses to questions
12 June 2023	Deadline for submission of Proposals to IUCN (“ Submission Deadline ”)
15 – 17 June 2023	Clarification of Proposals
18 June 2023	Planned date for contract award
20 June 2023	Expected contract start date

3.2. Please email the IUCN contact to express your interest in submitting a Proposal by the deadline stated above. This will help IUCN to keep you updated regarding the procurement.

4. COMPLETING AND SUBMITTING A PROPOSAL

4.1. Your Proposal must consist of the following four separate documents:

- Signed Declaration of Undertaking (see Attachment 2)
- Pre-Qualification Information (see Section 4.3 below)
- Technical Proposal (see Section 4.4 below)
- Financial Proposal (see Section 4.5 below)

Proposals must be prepared in English.

4.2. Your Proposal must be submitted by email to the IUCN Contact (see Section 2). The subject heading of the email shall be [RfP Reference – bidder name]. The bidder name is the name of the company/organisation on whose behalf you are submitting the Proposal, or your own surname if you are bidding as a self-employed consultant. Your Proposal must be submitted in PDF format. You may submit multiple emails suitably annotated, e.g. Email 1 of 3, if attached files are too large to suit a single email transmission. You may not submit your Proposal by uploading it to a file-sharing tool.

IMPORTANT: Submitted documents must be password-protected so that they cannot be opened and read before the submission deadline. Please use the same password for all submitted documents. After the deadline has passed and within 12 hours, please send the password to the IUCN Contact. This will ensure a secure bid submission and opening process. Please DO NOT email the password before the deadline for Proposal submission.

4.3. *Pre-Qualification Criteria*

IUCN will use the following Pre-Qualification Criteria to determine whether you have the capacity to provide the required goods and/or services to IUCN. Please provide the necessary information in a single, separate document.

Pre-Qualification Criteria	
1	3 relevant references of clients similar to IUCN / similar work
2	Confirm that you have all the necessary legal registrations to perform the work
3	State your annual turnover for each of the past 3 years
4	How many employees does your organisation have who are qualified for this work?
5	Confirm that your organisation has the following qualifications (e.g. ISO certification)
6	Confirm that your organisation meets the following Donor's Eligibility Criteria (e.g. the EC's nationality rule)?
7	Confirm that your organisation has formal policies and/or procedures for the following (e.g. procurement, health & safety, code of conduct, sustainability, accounting)?

4.4. *Technical Proposal*

The Technical Proposal must address each of the criteria stated below explicitly and separately, quoting the relevant criteria reference number (left-hand column).

Proposals in any other format will significantly increase the time it takes to evaluate, and such Proposals may therefore be rejected at IUCN's discretion.

Where CVs are requested, these must be of the individuals who will actually carry out the work specified. The individuals you put forward may only be substituted with IUCN's approval.

IUCN will evaluate Technical Proposals with regards to each of the following criteria and their relative importance:

Description	Information to provide	Relative weight
-------------	------------------------	-----------------

1	3 relevant references of clients similar to IUCN / similar work	Information of similar work with photos to prove the work	50%
2	Confirm that you have all the necessary legal registrations to perform the work	Company's legal registration license	30%
3	How many employees does your organisation have who are qualified for this work?	Employees CVs	20%
TOTAL			100%

4.5. *Financial Proposal*

4.5.1. The Financial Proposal must be a fixed and firm price for the provision of the goods/services stated in the RfP in their entirety.

4.5.2. *Prices include all costs*

Submitted rates and prices are deemed to include all costs, insurances, taxes (except VAT, see below), fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Terms of Reference or Specification of Requirements. IUCN will not accept charges beyond those clearly stated in the Financial Proposal. This includes applicable withholding taxes and similar. It is your responsibility to determine whether such taxes apply to your organisation and to include them in your Financial Proposal.

4.5.3. *Applicable Goods and Services Taxes*

Proposal rates and prices shall be exclusive of Value Added Tax.

4.5.4. *Currency of proposed rates and prices*

All rates and prices submitted by Proposers shall be in Viet Nam Dong.

4.5.5. *Breakdown of rates and prices*

For information only, the price needs to be broken down as follows:

	Description	Quantity	Unit Price	Total Price
1	Costs for collecting and recycling 25 tons of aluminium cans			
2	Costs for collecting and recycling 15 tons of PET bottles			
3	Costs for collecting and recycling 15 tons of carton papers			
4	Co-finance of the company (in-cash)			
	TOTAL			

4.6. Additional information not requested by IUCN should not be included in your Proposal and will not be considered in the evaluation.

4.7. Your Proposal must remain valid and capable of acceptance by IUCN for a period of 90 calendar days following the submission deadline.

4.8. *Withdrawals and Changes*

You may freely withdraw or change your Proposal at any time prior to the submission deadline by written notice to the IUCN Contact. However, in order to reduce the risk of fraud, no changes or withdrawals will be accepted after the submission deadline.

5. EVALUATION OF PROPOSALS

5.1. *Completeness*

IUCN will firstly check your Proposal for completeness. Incomplete Proposals will not be considered further.

5.2. *Pre-Qualification Criteria*

Only Proposals that meet all of the pre-qualification criteria will be evaluated.

5.3. *Technical Evaluation*

5.3.1. *Scoring Method*

Your Proposal will be assigned a score from 0 to 10 for each of the technical evaluation criteria, such that '0' is low and '10' is high.

5.3.2. *Minimum Quality Thresholds*

Proposals that receive a score of '0' for any of the criteria will not be considered further.

5.3.3. *Technical Score*

Your score for each technical evaluation criterion will be multiplied with the respective relative weight (see Section 4.4) and these weighted scores added together to give your Proposal's overall technical score.

5.4. *Financial Evaluation and Financial Scores*

The financial evaluation will be based upon the full total price you submit. Your Financial Proposal will receive a score calculated by dividing the lowest Financial Proposal that has passed the minimum quality thresholds (see Section 5.3.2) by the total price of your Financial Proposal.

Thus, for example, if your Financial Proposal is for a total of CHF 100 and the lowest Financial Proposal is CHF 80, you will receive a financial score of $80/100 = 80\%$

5.5. *Total Score*

Your Proposal's total score will be calculated as the weighted sum of your technical score and your financial score.

The relative weights will be:

Technical: 70%

Financial: 30%

Thus, for example, if your technical score is 83% and your financial score is 77%, you will receive a total score of $83 * 70\% + 77 * 30\% = 58.1\% + 23.1\% = 81.2\%$.

Subject to the requirements in Sections 4 and 7, IUCN will award the contract to the bidder whose Proposal achieves the highest total score.

6. EXPLANATION OF PROCUREMENT PROCEDURE

6.1. IUCN is using the Open Procedure for this procurement. This means that the contracting opportunity is published on IUCN's website and open to all interested parties to take part, subject to the conditions in Section 7 below.

6.2. You are welcome to ask questions or seek clarification regarding this procurement. Please email the IUCN Contact (see Section 2), taking note of the deadline for submission of questions in Section 3.1.

- 6.3. All Proposals must be received by the submission deadline in Section 3.1 above. Late Proposals will not be considered. All Proposals received by the submission deadline will be evaluated by a team of three or more evaluators in accordance with the evaluation criteria stated in this RfP. No other criteria will be used to evaluate Proposals. The contract will be awarded to the bidder whose Proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.
- 6.4. IUCN will contact the bidder with the highest-scoring Proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded and provide detailed feedback. The timetable in Section 3.1 gives an estimate of when we expect to have completed the contract award, but this date may change depending on how long the evaluation of Proposals takes.

7. CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT

- 7.1. To participate in this procurement, you are required to submit a Proposal, which fully complies with the instructions in this RfP and the Attachments.
- 7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant Proposal.
- 7.1.2. Any incomplete or incorrectly completed Proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.
- 7.1.3. IUCN will query any obvious clerical errors in your Proposal and may, at IUCN's sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.
- 7.2. In order to participate in this procurement, you must meet the following conditions:
- Free of conflicts of interest
 - Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
 - In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
 - Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
 - Not bankrupt or being wound up
 - Never been guilty of an offence concerning your professional conduct
 - Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.
- 7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).
- 7.4. If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your Proposal which parts of the goods/services are provided by each partner or sub-contractor.
- 7.5. Each bidder shall submit only one Proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a Proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one Proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the Proposals with the bidder's participation to be disqualified.
- 7.6. By taking part in this procurement, you accept the conditions set out in this RfP, including the following:

- It is unacceptable to give or offer any gift or consideration to an employee or other representative of IUCN as a reward or inducement in relation to the awarding of a contract. Such action will give IUCN the right to exclude you from this and any future procurements, and to terminate any contract that may have been signed with you.
- Any attempt to obtain information from an employee or other representative of IUCN concerning another bidder will result in disqualification.
- Any price fixing or collusion with other bidders in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1. IUCN follows the European Union's General Data Protection Regulation (GDPR). The information you submit to IUCN as part of this procurement will be treated as confidential and shared only as required to evaluate your Proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, IUCN is required to retain your Proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when requested.
- 8.2. In the Declaration of Undertaking (Attachment 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your Proposal. Where you include personal data of your employees (e.g. CVs) in your Proposal, you need to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your Proposal.

9. COMPLAINTS PROCEDURE

If you have a complaint or concern regarding the propriety of how a competitive process is or has been executed, then please contact procurement@iucn.org. Such complaints or concerns will be treated as confidential and are not considered in breach of the above restrictions on communication (Section 2.1).

10. CONTRACT

The contract will be based on IUCN's template in Attachment 3, the terms of which are not negotiable. They may, however, be amended by IUCN to reflect particular requirements from the donor funding this particular procurement.

11. ABOUT IUCN

IUCN is a membership Union uniquely composed of both government and civil society organisations. It provides public, private and non-governmental organisations with the knowledge and tools that enable human progress, economic development and nature conservation to take place together.

Headquartered in Switzerland, IUCN Secretariat comprises around 1,000 staff with offices in more than 50 countries.

Created in 1948, IUCN is now the world's largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,300 Member organisations and some 10,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

IUCN provides a neutral space in which diverse stakeholders including governments, NGOs, scientists, businesses, local communities, indigenous peoples organisations and others can work together to forge and implement solutions to environmental challenges and achieve sustainable development.

Working with many partners and supporters, IUCN implements a large and diverse portfolio of conservation projects worldwide. Combining the latest science with the traditional knowledge of local communities, these projects work to reverse habitat loss, restore ecosystems and improve people's well-being.

www.iucn.org

<https://twitter.com/IUCN/>

12. ATTACHMENTS

Attachment 1 *Specification of Requirements / Terms of Reference*

Attachment 2 *Declaration of Undertaking (select 2a for companies or 2b for self-employed as applicable to you)*

Attachment 3 *Contract Template*

Attachment 1: Specification of Requirements / Terms of Reference

Terms of Reference

Domestic waste collection & recycling programme to pilot EPR model

1. Introduction

MONRE led the formulation of the revised Law on Environmental Protection (LEP), which was passed in December 2020 and provides the legal basis for Extended Producer Responsibility (EPR). In January 2022, MONRE issued Decree No. 08/2022/ND-CP and Circular No. 02/2022/TT-BTNMT, which detailed the guidance on the implementation of the EPR articles in the LEP.

Accordingly, the voluntary model of EPR has been shifted to the obligatory model with specific regulations on recycling rates and recycling procedures for each product. Additionally, there are regulations on subjects and levels of contribution for specific products and packages containing hazardous materials that are difficult to collect and recycle. However, the EPR roll out is facing many challenges, gaps especially for businesses. It is important to provide specific sectors with more knowledge for EPR take up and specially to pilot the models so that businesses can apply appropriately and cost-effectively, in compliant with the regulations of the Government.

Given the priorities of TCP Group on EPR policies and its implementation as well as to be in line with the roadmap on packaging waste management improvement of TCP Group, IUCN has partnered with TCPVN to develop a project “*TCP moving towards circular economy and enhancing EPR practices in Viet Nam*” as a pilot case of EPR implementation in Viet Nam during 2022 -2024.

It is designed to test the feasibility of the models from separation, collection to recycling of domestic waste and especially enable the traceability of collected recycling materials throughout the waste chain. The project will contribute to promote waste separation at sources at household level, increasing collection and recycling rate and support the EPR implementation in Viet Nam.

In 2023, one of project outputs is to collect and recycle three packaging waste including aluminium cans, PET bottles and carton papers per EPR scheme. In order to implement this activity, IUCN is calling for proposal submission from companies which can meet the following requirements:

2. Proposal details

2.1 **Objectives:** To collect and recycle 55 tons of the domestic waste meeting EPR regulations. The waste materials include: Aluminium cans, PET bottles and carton papers in which:

- Aluminium cans: 25 tons
- PET bottles: 15 tons
- Carton papers: 15 tons

2.2 **Implementation duration:** 20 June – 20 November 2023 (including collection, recycling and reporting)

2.3 **Requirements:**

- Total 55 tons of collected, disposed and recycled waste must be domestic waste which can be collected directly from households, informal sectors or collection points. Industrial waste will not be counted and accepted in the programme:
- The collection, disposing and recycling activities of packaging waste in the programme must be conducted following the Government regulations, no leakage into the environment is made.

- Total volume of collected, disposed and recycled waste in the programme will not be duplicated with other waste of other projects, programme of the third party that the company is contracting with.
- Provide copies of receipts, transaction list and supporting documents with signatures and stamps of Party B for collected waste including aluminum cans, PET bottles and carton papers in relation to this contract;
- Provide copies of delivery records, receipts, good delivery note, supporting documents with signatures and stamps of Party B for recycling 55 tons of collected aluminum cans, PET bottles, carton papers in the contract;
- Provide copies of environmental license of recycling companies selected to participate in the programme;
- Provide copies of receipts, supporting documents to verify that collected 55 tons packaging waste are recycled and produced into recycled products according to the instruction in Circular 02/2022 TT- BTNMT;
- Provide photos of activities collecting and recycling packaging waste in relation to the programme;
- Support IUCN during site checking visits including meeting recycling companies as partners in implementing this project.

Interested companies are invited to send their expression of interest, technical and financial proposals with proven track records in English or Vietnamese at 05.30 p.m on 12 June 2023 to Ms. Nguyen Thuy Anh (thuyanh.NGUYEN@iucn.org).

Attachment 2: Declaration of Undertaking (select 2a for companies)

DECLARATION OF UNDERTAKING in relation to RfP <insert RfP reference>

I, the undersigned, hereby confirm that I am an authorised representative of the following organisation:

Registered Name of Organisation (the "Organisation"): _____

Registered Address (incl. country): _____

Year of Registration: _____

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable. I acknowledge that IUCN is required to retain the Proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when reasonably requested.

Where the Proposal includes Personal Data as defined by the European Union's General Data Protection Regulation (GDPR), I confirm that the Organisation has been authorised by each Data Subject to share this Data with IUCN for the purposes stated above.

I further confirm that the following statements are correct:

1. The Organisation is duly registered in accordance with all applicable laws.
2. The Organisation is fully compliant with all its tax and social security obligations.
3. The Organisation and its staff and representatives are free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. The Organisation agrees to declare to IUCN any real or perceived emerging conflicts of interests it or any of its staff and representatives may have concerning IUCN. The Organisation acknowledges that IUCN may terminate any contracts with the Organisation that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. None of the Organisation's staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.
6. Neither the Organisation nor any of its staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. The Organisation acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with the Organisation with immediate effect.
8. The Organisation is a going concern and is not bankrupt or being wound up, is not having its affairs administered by the courts, has not suspended business activities, is not the subject of proceedings concerning those matters, or in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
9. The Organisation complies with all applicable environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection.
10. The Organisation is not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. The Organisation agrees that it will not provide direct or indirect support to firms and individuals included in these lists.
11. The Organisation has not been, is not, and will not be involved or implicated in any violations of Indigenous Peoples' rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization's (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >

Attachment 3: Contract Template

**SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness**

CONTRACT

Domestic waste collection & recycling programme to pilot EPR model

No:

Today, Date ... Month ... Year ... We include:

PARTY A : INTERNATIONAL UNION FOR CONSERVATION OF NATURE (IUCN)

Represented by :

Position :

Address : 1st Floor, 2A Building, Van Phuc Diplomatic Compound, 298 Kim Ma Street, Ba Dinh, Ha Noi

Tel : 024 37261575; Fax: 0437261561

Tax code : 0101509629

Bank account : 001.1.00 0072 171

Account name : VF TCQT IUCN

Bank name : Vietcombank, Ngo Quyen branch, Hoan Kiem, Ha Noi

PARTY B: COMPANY XXXXX

Represented by :

Position :

Address :

Tel :

Tax code :

Bank account :

Account name :

Bank name :

WHEREAS:

- IUCN is implementing a project “TCP towards circular economy and enhancing EPR in Viet Nam” during 2022 – 2024.
- IUCN is calling for suppliers to provide services on collecting and recycling domestic waste to pilot EPR implementation for business.
- Proposals and demand from both parties

After discussion, both parties agreed to the conclusion of contract with the contents as follows:

I. PROGRAMME OBJECTIVES:

With the financial support from IUCN, Company xxx will collect, separate and recycle domestic waste with the following volume:

- Aluminium cans: 25 tons
- PET bottles: 15 tons
- Carton papers: 15 tons

Requirements for collection and recycling packing waste are:

- Waste must be collected from domestic waste of households or informal sectors or collection points within company's collection points and network;
- Aluminum cans, PET bottles and carton papers will be collected, compressed and transported to recycling companies;
- Recycling companies selected in the programme with IUCN must have environmental license, meeting the environmental requirements of the Government.
- Meeting other requirements as specified at Article 4 (item 3c and 3f) below.

II. IMPLEMENTATION DURATION

- 20/6/2023 – 20/11/2023

III. BUDGET

1. Total budget:

Both parties agree to provide budget for implementing the programme with expected outputs as note in Article I is : **xxxxx** (*in words: xxxxx*) with the following contributions:

- **Party A:** xxxx VNĐ (inclusive VAT 8% là **xxxx VNĐ**)
- **Party B:** Co-finance budget as noted in the financial proposal enclosed with technical proposal: xxxx VNĐ (if any).

2. Payment methods:

Payment will be made into 03 (three) installments as follows:

- Installment 1: advance 30% of the total contract value, equal to xxxx (in words) for Party B after signing contract. Installment 1 will be made upon the submission of payment request receipt from Party B and government tax invoice.
- Installment 2: transfer 50% of the total contract value, equal to xxxx (in words) after Party B collects at least xxxx tons of packing waste as specified in the technical and financial proposal. The payment will be made upon the submission of government tax invoice, payment request of Party B enclosing supporting documents, transaction list with signatures and stamps of the company to certify collected waste;
- Installment 3: last installment with 20% of the total contract value, equal to xxxx (in words) upon the completion of the programme outputs as specified in the financial/technical proposal. The last payment will be made upon the submission of final report from Party B, government tax invoice, copies of supporting documents, transaction list with signatures and stamps of 55

tons of collected packing waste as specified in the technical and financial proposal and other related documents noted in Article IV (item 3c and 3f) below.

Within 15 working days since Party B receives the final installment, Party B will be obliged to provide Party A the confirmation of payment receipt.

IV. ROLES AND RESPONSIBILITIES OF BOTH PARTIES:

1. General responsibilities:

- a) Be responsible to implement and use the budget effectively as agreed in the programme framework, technical and financial proposals.
- b) Allocate human resources to jointly develop implementation plan, field visit, meetings; prepare reports and propose measures for leaders from both parties (if any).
- c) During project implementation, if any difficulty incurs, both parties will discuss to propose suitable agreed solutions.

2. Roles and Responsibilities of Party A:

- (a) Provide enough funding for Party B to implement the programme as specified in Article III and financial proposal.
- (b) Support and work closely with Party B to develop implementation plan. If any difficulty incurs, both parties will find out solutions to solve the problems for mutual benefits.
- (c) Closely monitor the implementation, review the reports and check quality of outputs for from Party B upon the contract completion.

3. Roles and Responsibilities of Party B:

- (a) Be responsible and proactive in developing and implementing activities handled by Party B as specified in the Article I and II and financial proposal.
- (b) Be responsible in managing effectively and properly the funding transferred by Party A for programme activities.
- (c) Provide Party A with full receipts, supporting documents for payment as follows:
 - Copies of receipts, transaction list and supporting documents with signatures and stamps of Party B for collected waste including aluminum cans, PET bottles and carton papers in relation to this contract;
 - Copies of delivery records, receipts, good delivery note, supporting documents with signatures and stamps of Party B for recycling 55 tons of collected aluminum cans, PET bottles, carton papers in the contract;
 - Copies of environmental license of recycling companies selected to participate in the programme;
 - Copies of receipts, supporting documents to verify that collected 55 tons packaging waste are recycled and produced into recycled products according to the instruction in Circular 02/2022 TT- BTNMT.
 - Photos of activities collecting and recycling packaging waste in relation to the programme.

- (d) Ensure that collection and separation activities are performed based on the timelines and methods as mentioned in the contract. Commit to separate different waste types and dispose them properly.
- (e) Support Party A in monitoring and evaluation activities, audit upon the notice from Party A.
- (f) Met the requirements during collection, disposal, recycling as follows:
 - Total volume of collected, disposed and recycled waste in the report must be domestic waste as required in Article I. Industrial waste will not be counted and accepted in the final report of the programme:
 - The collection, disposing and recycling activities of packaging waste in the programme must be conducted following the Government regulations, no leakage into the environment is made.
 - Total volume of collected, disposed and recycled waste in Article I in the programme framework will not be duplicated with other waste of other projects, programme of the third party that the company is contracting with.

V. CONFIDENTIALITY

Parties commit not to disclose any information and/or related materials in relation to the programme and other non-public information/materials provided by IUCN and will only use confidential information for the objective of implementing this contract. Party B will not disclose any information to the third party without prior written acceptance of party A, except for public information or must-public information as regulated by the Government of Viet Nam. Party B must ensure that all staff, authorised dealers, sub-contractors are binded with this article. The confidentiality responsibilities in this article will be effective even after the contract termination.

VI. GENERAL PROVISIONS

Implementation plan in the technical proposal and budget the financial proposal submitted are integral parts of this contract.

1. Both parties agree to implement the programme according to Article I, II, technical and financial proposal. Upon the payment request and reports from Party B, payment will be transferred to Party B's bank account. Party B will be responsible for providing all supporting documents as regulated by the Government so that Party A can finalise the payment process.
2. Party B commits to use the funding as stipulated in the agreed contract. In any cases, party B commits not to terminate the contract. Both parties in the contract is allowed to use name, brand name, trademarks and/or logo of the other party for communications purposes within this programme; not allowed to use for commercial purposes and other purposes out of this contract scope.

In additions, based on mutual cooperation, if each party would like to make a public statement or express viewpoints or concern related to any aspect of this contract or other entities within this contract, will have to get prior written consensus of the other Party and this consensus will not be under unreasonable withdrawal and delay.

3. Both Parties committ to implement seriously all agreed articles in the contract. If any issue arises, both Parties will be informed to discuss and agree on the solutions.
4. This contract will be effective upon signing date to 20 November 2023.
5. This contract will be adjusted based on Viet Nam Law. Any dispute arising from or in relation with this contract cannot be resolved amicably by both parties or by way of mediation shall be submitted to the competent courts of Viet Nam. The losing party will have to pay for all incurred lawsuit costs including court fees and lawyer fees (if any).
6. This contract will be excecuted in English and Vietnamese in four (04) duplicated originals with the same legal effect. Each party will hold 02 copies (One in English and one in Vietnamese).

**INTERNATIONAL UNION FOR
CONSERVATION OF NATURE AND
NATURAL RESOURCES (IUCN)**

COMPANY xxxx