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REQUEST FOR PROPOSAL

Environmentally Sound Removal and Disposal of POPs Pesticide and POPs Impacted Wastes from the Merkim Warehouse Site in Kocaeli, Turkey – Primary POPs Waste Stockpile Elimination

RFP No.: UNDP-TUR-RFP(POPs)-2018/06

Project: **Turkey GEF POPs Legacy Elimination and POPs Release Reduction Project**

Country: Republic of Turkey

Issued on: 17 August 2018

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Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Proposal Data Sheet (PDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Proposers
- Section 3: Proposal Data Sheet (PDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Proposal Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Proposer Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form
 - o Form H: Form of Proposal Security

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Proposal Data Sheet.

Please acknowledge receipt of this RFP by sending an email to tr.procurement@undp.org, indicating whether you intend to submit a Proposal or otherwise. Should you require further clarifications, kindly communicate with the contact person identified in the attached Proposal Data Sheet as the focal point for queries on this RFP.

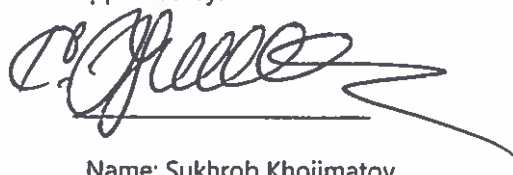
UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:



Name: Meral Mungan Arda
Title: Portfolio Administrator
Date: August 17, 2018

Approved by:



Name: Sukhrob Khojimatov
Title: Deputy Country Director
Date: August 17, 2018

Section 2. Instruction to Proposers

A. GENERAL PROVISIONS	
1. Introduction	<p>1.1 Proposers shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.</p> <p>1.3 As part of the proposal, it is desired that the Proposer registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Proposer may still submit a proposal even if not registered with the UNGM. However, if the Proposer is selected for contract award, the Proposer must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all Proposers/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Proposers/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected Proposer has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Proposers must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Proposer's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

4. Conflict of Interests	<p>4.1 Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Proposers must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Proposers must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the Proposer or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Proposers may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Proposer is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Proposer will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Proposer must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the PDS.</p>

8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Proposer; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by PDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Proposer	<p>9.1 The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Proposer is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Proposer shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Proposal as specified in the PDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by PDS, shall be provided in the amount and form indicated in the PDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the PDS, Proposers shall include a copy of the Proposal Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in PDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p>

	<p>a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the PDS, or;</p> <p>b) In the event that the successful Proposer fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Proposer.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the PDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the PDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
14. Joint Venture, Consortium or Association	<p>14.1 If the Proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p>

	14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Proposal	<p>15.1 The Proposer (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or f) some key personnel proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the PDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Proposer shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Proposer agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Proposer has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>18.1 Proposers may request clarifications on any of the RFP documents no later than the date indicated in the PDS. Any request for clarification must be sent in writing in the manner indicated in the PDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the PDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of	19.1 At any time prior to the deadline of Proposal submission, UNDP may for any

Proposals	<p>reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective Proposers.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Proposers reasonable time to incorporate the amendment into their Proposals.</p>
20. Alternative Proposals	<p>20.1 Unless otherwise specified in the PDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by PDS, a Proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Proposer whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21. Pre-Proposal Conference	<p>21.1 When appropriate, a Proposer's conference will be conducted at the date, time and location specified in the PDS. All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the Proposer's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the PDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Proposer's Conference or issued/posted as an amendment to RFP.</p>
C. SUBMISSION AND OPENING OF PROPOSALS	
22. Submission	<p>22.1 The Proposer shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the PDS. The submission shall be in the manner specified in the PDS.</p> <p>22.2 The Proposal shall be signed by the Proposer or person(s) duly authorized to commit the Proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the Proposer, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the PDS shall be governed as follows:</p> <ul style="list-style-type: none"> a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the PDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Proposer. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the Proposer;

	<p>ii. Be addressed to UNDP as specified in the PDS</p> <p>iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the PDS.</p> <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the PDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in PDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the PDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from Proposers whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected. <p>22.6 Electronic submission through eTendering, if allowed or specified in the PDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in PDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from Proposers whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. c) Documents which are required to be in original form (e.g. Proposal Security, etc.) must be sent via courier or hand delivery as per the instructions in PDS. d) Detailed instructions on how to submit, modify or cancel a proposal in the eTendering system are provided in the eTendering system Proposer User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/
<p>Email Submission</p>	
<p>eTendering submission</p>	
<p>23. Deadline for Submission of Proposals and Late Proposals</p>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the PDS. UNDP shall only recognize the date and time that the proposal was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p>24. Withdrawal, Substitution, and</p>	<p>24.1 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p>

Modification of Proposals	<p>24.2 Manual and Email submissions: A Proposer may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Proposer may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Proposer to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Proposer User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Proposers (only for manual submissions), except if the proposal is withdrawn after the proposal has been opened</p>
25. Proposal Opening	<p>25.1 There is no public proposal opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, Proposers will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Proposer or anyone on behalf of the Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Proposer is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> Preliminary Examination Minimum Eligibility and Qualification (if pre-qualification is not done) Evaluation of Technical Proposals Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Proposer will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p>

	<ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Proposer; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical and Financial Proposals	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the PDS. When necessary and if stated in the PDS, UNDP may invite technically responsive Proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Proposer unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of Proposers whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the PDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the PDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>

31. Due Diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Proposer; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or with previous clients, or any other entity that may have done business with the Proposer; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion

	<p>of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35.Right to Accept, Reject, Any or All Proposals	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36.Award Criteria	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Proposer based on the award criteria indicated in the PDS.
37.Debriefing	37.1 In the event that a Proposer is unsuccessful, the Proposer may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.
38.Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39.Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Proposer or call for new Proposals.
40.Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in PDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41.Performance Security	41.1 40.1 A performance security, if required in PDS, shall be provided in the amount specified in PDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42.Bank Guarantee for	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make

Advanced Payment	no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per PDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Proposer shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in PDSPDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
46. Other Provisions	<p>46.1 In the event that the Proposer offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Proposal Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instruction to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

PPD S No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial proposals)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>Time: 11:00 hrs by Turkey time</p> <p>Date: September 13, 2018 11:00 AM</p> <p>Venue: Kocaeli, Turkey</p> <p>The UNDP focal point for the arrangement is:</p> <p>Meral Mungan Arda</p> <p>Telephone: 0312 454 11 00</p> <p>E-mail: tr.procurement@undp.org</p> <p>A site visit to MERKIM site is planned at 14:00hrs by Turkey time, the same day as the pre-proposal conference.</p> <p>All kinds of expenses to come out in relation to prospective Proposers' participation in pre-proposal conference and/or site visit will be borne by prospective Proposers.</p> <p>Failure to participate in pre-proposal conference and/or site visit shall not lead to any type of additional payment from UNDP to the successful Proposer in case awarded the Contract.</p>
5	16	Proposal Validity Period	120 days following deadline for submission of Proposals

6	12	Proposal Security	<p>Required in the amount of USD65,000.</p> <p>Acceptable Forms of Proposal Security</p> <ul style="list-style-type: none"> ▪ Bank Guarantee (See Section 8 for template) <p>Proposal Securities will be returned to all proposers upon signature of contract with the successful Proposer.</p>
7	42	Advanced Payment upon signing of contract	Not Allowed
8	43	Liquidated Damages	<p>Will be imposed as follows:</p> <p>- In case of the Contractor's non-performance or delay in completion of all treatment/destruction/disposal requirements including the submission of the Treatment, Disposal and Destruction Report (as detailed in Section 5 – ToR) for reasons not demonstrated to be within the Contractor's reasonable control.</p> <p>Percentage of deduction from contract price per day of delay: 0.1</p> <p>Max. number of days of delay 50, after which UNDP may terminate the Contract.</p> <p>In case of the Contractor's failure to perform services as per the approved EWP or non-performance or delay in completing of the services, UNDP shall notify the Contractor in writing within at most one week following the detection of such failure.</p> <p>The contractor shall provide its reasons/justifications for the situation within at most one week following receipt of UNDP's above notification. If the Contractor's reasons/justifications are not deemed acceptable in the context of the Contract and in view of the nature of the Services, UNDP shall impose "liquidated damage" as per this article of the RFP.</p> <p>Once a deduction of 5% (five percent) of the total contract amount has been reached, as a result of the issues listed above, UNDP may consider termination of the contract.</p>
9	41	Performance Security	Required in the amount of 10% of the contract amount in the form of Bank Guarantee which will be provided to the successful Proposer along with the Award Letter. The Performance Security will only be released upon the approval of all deliverables that were planned, within the pre-defined timeframes.
10	13	Currency of Proposal	United States Dollars
11	18	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline

12	18	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Meral Mungan Arda Address: Yıldız Kule, 16 th Floor, Yukarı Dikmen Mahallesi, Turan Güneş Bulvarı, No:106, 06550, Çankaya, Ankara/Turkey E-mail address: tr.procurement@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers who have indicated their interest by email and Posting on the following websites: 1- www.undp.org 2- www.ungm.org 3- www.devbusiness.com 4- www.tr.undp.org
14	23	Deadline for physical submission of the Proposals to UNDP Premises at Yıldız Kule	17:30 hrs by Turkey time on 01 October 2018
14	22	Allowable Manner of Submitting Proposals	Courier/Hand Delivery
15	22	Proposal Submission Address	Yıldız Kule, 16 th Floor, Yukarı Dikmen Mahallesi, Turan Güneş Bulvarı, No:106, 06550, Çankaya, Ankara/Turkey <u>REF: UNDP-TUR- RFP(POPs)-2018/06</u>
16	22	Electronic submission (email or eTendering) requirements	N/A
17	27 36	Evaluation Method for the Award of Contract	Lowest Financial Offer among Technically Responsive and Qualified Proposals The minimum technical score to be accepted as qualified (as per Technical Evaluation Criteria required to pass) is 70%.
18		Expected date for commencement of Contract	<i>November 15, 2018</i>
19		Maximum expected duration of contract	19 Months

20	35	UNDP will award the contract to:	One Proposer Only						
21	39	Type of Contract	Purchase Order and Contract for Goods and Services for UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html						
22	40	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Mixed Goods and Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html						
23		Tax Exemption	- UN and its subsidiary organs are exempt from all taxes. Therefore, Proposers shall prepare their Financial Proposals, excluding VAT. It is the Proposer's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed, to confirm the scope and procedures of VAT exemption application as per VAT Law and Ministry of Finance's Communiqués. The Contractor to be selected cannot be entitled to receive any amount over its Proposal price in relation to VAT. Overall contract amount to be paid to the Contractor shall not exceed the offered total price.						
24		Eligibility	- Companies that were involved in the preparation of the feasibility plan/operational plan/supervision and monitoring works of this work cannot submit Proposals to this Tender. In case such a company submits Proposal for this RFP, the technical and financial Proposals will be rejected and be returned to the Proposer. - JVs/Consortiums/Associations are eligible within the scope of this RFP. If a JV/Consortium/Association is awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the JV/Consortium/Association.						
25		Payment Conditions	<table><tr><th>Payment Term</th><th>Percentage of Payment</th><th>Pre-requisite for Payment</th></tr><tr><td>Mobilization of Contractor's personnel at MERKIM site completed as per detailed and updated Execution Work Plan (EWP) approved by UNDP after Contract signature.</td><td>10%</td><td>Mobilization is verified and documented by UNDP through PMU.</td></tr></table>	Payment Term	Percentage of Payment	Pre-requisite for Payment	Mobilization of Contractor's personnel at MERKIM site completed as per detailed and updated Execution Work Plan (EWP) approved by UNDP after Contract signature.	10%	Mobilization is verified and documented by UNDP through PMU.
Payment Term	Percentage of Payment	Pre-requisite for Payment							
Mobilization of Contractor's personnel at MERKIM site completed as per detailed and updated Execution Work Plan (EWP) approved by UNDP after Contract signature.	10%	Mobilization is verified and documented by UNDP through PMU.							

500 tonnes of POPs waste (the 1 st tranche) in MERKIM site is destroyed.	20%	Documents stipulated in Section 5 (ToR) subsection 4.7.5. are received by UNDP.
500 tonnes of POPs waste (the 2 nd tranche) in MERKIM site is destroyed.	20%	Documents stipulated in Section 5 (ToR) subsection 4.7.5. are received by UNDP.
500 tonnes of POPs waste (the 3 rd tranche) in MERKIM site is destroyed.	20%	Documents stipulated in Section 5 (ToR) subsection 4.7.5. are received by UNDP.
510* tonnes of POPs waste (the 4 th tranche) in MERKIM site is destroyed.	20%	Documents stipulated in Section 5 (ToR) subsection 4.7.5. are received by UNDP.
Submission of Final Report	10%	Final report is received and approved by UNDP.
TOTAL	100% of maximum contract amount	The payment will be realized as per the actual amount of wastes.

*In case the actual quantity is more/less than the estimated quantity, the payment will be on the following basis:

- a) If the quantity is less, then the payment will be based on the actual quantity.
 - b) If the quantity is more, then pre-approval of UNDP must be obtained prior to transportation of POPs waste from MERKIM site. Payment will be based on the approved quantity by UNDP. In such a case, the POPs waste which will remain at MERKIM site shall be left packed according to Section 5 - Terms of Reference.
- The estimated tonnage of the POPs waste, 2,010 tonnes, is provided by UNDP based on the Detailed Site Assessment summarized in Section 5 and the referenced study report available from the provided web site (<http://kalicikirleticiler.com/news/merkimbepo-sahasi-referans-raporlari/>). The actual weight of the concerned wastes will be identified and verified during the weighing process on MERKIM site and at the gate of the destruction facility respectively. The actual weight to be determined at the gate of the destruction facility will be the sole basis for calculation of total actual amount to be paid to the Contractor within the scope of the Contract. The Contractor shall provide the services with the unit prices quoted in response to this RFP, even if the quantities stated change due to any reason. For each tranche of waste destruction, documentation to prove that the destruction is made in accordance with Section 5 of RFP shall be submitted to UNDP.

			<p>In case of failure to prove destruction of subject waste, no payment will be made by UNDP even if the contractor has put efforts into it.</p> <ul style="list-style-type: none"> • The unit prices quoted shall cover all kinds of associated costs in relation to performance of contract from on-site works associated with site preparation, packaging, loading, off-site interim storage/staging, transportation, destruction and environmentally sound disposal of residuals including but not limited to labor cost, transportation from delivery point to contractor's facility, pretreatment process, insurance, temporary storage, disposal, customs expenses, etc.
26		National/International Approvals	The Contractor will be responsible for all regulatory requirements and permits at the national and international level. It is the responsibility of the Contractor to deal with all aspects of permits, such as costs, administrative issues, duration related arrangements so that the permits are all in place as per the workplan of the contract.
27		Site Supervision	The services to be provided by the successful Proposer within the scope of the Contract shall be monitored and supervised by UNDP through UNDP PMU and UNDP contracted "Supervision Support Company".

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Proposal Validity
- Proposal Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Proposer Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with Section 2 Instruction to Proposers clause 3.	Form A: Technical Proposal Submission Form
Technical compliance	Submission of documentation to illustrate that the company is consistent with the requirements of the Stockholm Convention on Persistent Organic Pollutants with respect to environmental and technical performance guidelines issued by the Basel Convention.	Documentation addressing the referenced ToR requirement.
Conflict of Interest	No conflicts of interest in accordance with Section 2 Instruction to Proposers clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years (2015, 2016 and 2017).	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective

Litigation History	No consistent history of court/arbitral award decisions against the Proposer for the last 3 years (2015, 2016 and 2017).	Form D: Qualification Form
Previous Experience	Minimum 5 years (2013, 2014, 2015, 2016, 2017) of relevant experience.	Form D: Qualification Form
	Statement of satisfactory performance for the similar works (nature (halogenated waste destruction) and complexity) that would cumulatively sum up over USD 1,000,000, received from top three clients or more, implemented over the last 5 years (2013, 2014, 2015, 2016, 2017). <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD 2,000,000 for the last 3 years (2015, 2016 and 2017). <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Proposer must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Additional Criteria	Submission of quality and environmental management system certificates; ISO 9001 14001 and ISO equivalent QA/QC certificates.	

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Proposer's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	550
3.	Management Structure and Key Personnel	150
	Total	1000

Section 1. Proposer's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted	50
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country	70

1.4	Overall policy and corporate procedures respecting quality assurance, environmental management and occupational health and safety inclusive of systematic application of risk mitigation measures in these areas and project execution generally.	100
1.5	Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points -Organization is a member of the UN Global Compact (https://www.unglobalcompact.org)-5 points -Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	30
Total Section 1		300

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	The degree to which the Proposer demonstrates an understanding of the assignment and to have addressed the important aspects of it in sufficient detail	30
2.2	Assessment of the conceptual execution framework for the assignment provided by the Proposer and degree to which it demonstrates an established, systematic methodology for the project implementation.	40
2.3	Detailed assessment of execution plan proposal presentation in terms of it clarity, making a to the specified requirements of the binding Execution Work Plan (EWP) under a potential contract as set out in Section 5 (ToR) (including Clause 3.2 and Section 5.a), and the sequence of activities and the planning logical, realistic, adequately supported graphically, and promise efficient implementation to the project.	120
2.4	Assessment of the performance monitoring and evaluation mechanisms and tools described and how they are to be adopted and used for specific criteria identified.	30
2.5	Overall assessment of the degree of compliance with the ToR and technical requirements specified in it as follows.	
2.5 a	Assessment of the technical proposal covering on-site operational preparation including provision/acceptance of support infrastructure ² , site operations zoning requirements and preparation, and installation/implementation of airborne particulate limitation/mitigation measures (Section 5 Sub-Section 4.2)	20
2.5 b	Assessment of the technical proposal respecting packaging/removal of POPs wastes (Section 5 Sub-Section 4.3)	30
2.5 c	Assessment of the technical proposal respecting on-site container labelling, loading, on-site storage/staging, custody transfer, waste tracking initiation, and local traffic control measures (Section 5 Sub-Section 4.4).	20

² The bidder's technical proposal shall specifically contain recommendations and proposals for the required effective dust (particulate) release mitigation barriers at each end of the Corridor between warehouse sections 3 and 4, warehouse sections 3 main door and the exterior, and separate personal access points, as well as protection requirements for active exterior water extraction wells, all as detailed in Section 5 (TOR), Part 2 and Part 4.2.1

2.5 d	Assessment of the technical proposal respecting the cleaning of floors and walls and general on-site completion (Section 5 Sub-Section 4.5)	10
2.5 e	Assessment of the technical proposal respecting transportation, off-site storage/staging, environmental and safety measures during transport including emergency response, waste tracking and reporting during transport; and implementation of Basel Convention approvals for export/transit/import. (Section 5 Sub-Section 4.6)	30
2.5 f	Assessment of the technical proposal respecting compliance with requirements for the demonstration of specified technical and environmental performance requirements (Section 5 Sub-Section 4.7.2)	150
2.5 g	Assessment of the technical proposal respecting compliance with requirements applied to designated destruction and disposal facilities including receiving procedures, internal tracking within facilities; regulatory compliance and environmental monitoring, and final documentation/destruction certification. (Section 5 Sub-Section 4.7)	30
2.5 h	Assessment of technical proposal respecting environmental management planning, workplace health and safety management, and emergency response capability.	40
Total Section 2		550

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?		30
3.2	Qualifications of key personnel proposed		
3.2 a	Overall Project Manager		40
	- General Experience	8	
	<ul style="list-style-type: none"> Education/Equivalent Experience <i>University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences)</i> 	6	
	<ul style="list-style-type: none"> Knowledge of English language 	2	
	- Professional Experience	12	
	<ul style="list-style-type: none"> Direct operational experience in the management of hazardous waste including POPs waste. <i>At least 10 years</i> 		

	<ul style="list-style-type: none"> - Specific Experience <ul style="list-style-type: none"> • Senior supervisory operational experience in the management of hazardous waste including POPs waste. <i>At least 5 years</i> • Undertaking a similar POPs stockpile assignment involving and specifically involving on-site POPs pesticide stockpile packaging, removal, transport and destruction/disposal. <i>At least one such project in the past three years (2015, 2016, 2017 and if possible 2018)</i> • Undertaking similar international POPs disposal assignment that generally involved the above scope, including demonstrated successful management of export, transit and import procedures under the Basel Convention if applicable for the proposal submitted <i>At least one such project in the past three years</i> 	20 10 5 5	
3.2 b	National Project Operational Coordinator		30
	<ul style="list-style-type: none"> - General Experience <ul style="list-style-type: none"> • Education/Equivalent Experience <i>University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences)</i> • Knowledge of English and Turkish languages <i>Good knowledge of English (1 point)</i> <i>Good knowledge of Turkish (1 point)</i> - Professional Experience <ul style="list-style-type: none"> • Direct operational experience in the management of hazardous waste including POPs wastes at an originating source and involving national transportation arrangements <i>At least 5 years</i> - Specific Experience <ul style="list-style-type: none"> • Undertaking similar POPs disposal assignment that generally involved the above scope, including demonstrated successful management of export, transit and import procedures under the Basel Convention where this is required. <i>At least one such project in the past three years</i> 	6 4 2 9 15	
3.2 c	Environmental and Occupational Health and Safety Expert		15
	<ul style="list-style-type: none"> - General Experience <ul style="list-style-type: none"> • Education/Equivalent Experience <i>University degree in relevant technical disciplines (i.e. chemistry, environmental sciences, industrial occupational health and safety)</i> • Knowledge of English and Turkish languages <i>Good knowledge of English (0.5 point)</i> <i>Good knowledge of Turkish (0.5 point)</i> - Professional Experience <ul style="list-style-type: none"> • Experience in the supervision of environmental and health/safety requirements on comparable industrial waste management projects in Turkey (International experience an asset) <i>At least 5 years</i> 	3 2 1 4.5	

	<ul style="list-style-type: none"> - Specific Experience <ul style="list-style-type: none"> • National accreditation <i>Legislated health and safety expert accreditation applicable to operations covered by this assignment as required under Turkish legislation</i> 	7.5	
3.2 d	Transport Coordinator		15
	<ul style="list-style-type: none"> - General Experience <ul style="list-style-type: none"> • Education/Equivalent Experience <i>University degree in a relevant technical discipline</i> • Knowledge of English and Turkish languages <i>Good knowledge of English (0,5 point)</i> <i>Good knowledge of Turkish or an acceptable level of effective dedicated Turkish language communication support (0,5 point)</i> 	3 2 1	
	<ul style="list-style-type: none"> - Professional Experience <ul style="list-style-type: none"> • Experience in the supervision and coordination of transportation of chemicals or hazardous waste <i>At least 7 years direct experience</i> 	4.5	
	<ul style="list-style-type: none"> - Specific Experience <ul style="list-style-type: none"> • Experience in the supervision and coordination of transportation of hazardous waste, preferably related to the management of hazardous waste including POPs waste, including where export is involved the administration of export, transit and import approvals under the Basel Convention, and the continuous tracking and reporting of such movements <i>At least 5 years direct experience</i> 	7.5	
3.2 e	Treatment/Destruction/Disposal Coordinator:		20
	<ul style="list-style-type: none"> - General Experience <ul style="list-style-type: none"> • Education/Equivalent Experience <i>University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences)</i> • Knowledge of English language <i>Good knowledge of English</i> 	4 3 1	
	<ul style="list-style-type: none"> - Professional Experience <ul style="list-style-type: none"> • Experience in the operation of licensed waste treatment, destruction and disposal facilities <i>At least 7 years direct operational experience</i> 	6	
	<ul style="list-style-type: none"> - Specific Experience <ul style="list-style-type: none"> • Experience in the operation of licensed hazardous waste treatment, destruction and disposal facilities including those used for the destruction/disposal of POPs wastes. <i>At least 5 years direct operational experience</i> 	10	
Total Section 3			150

Terms of Reference for the Environmentally Sound Removal and Disposal of POPs Pesticide and POPs Impacted Wastes from the MERKIM Warehouse Site in Kocaeli, Turkey – Primary POPs Waste Stockpile Elimination

1. Context

This technical specification applies to a Request for Proposal (RFP) issued by UNDP Turkey covering environmentally sound assembly, packaging, removal, handling, transport, disposal of a quantity of POPs pesticide waste and associated POPs impacted waste stockpiled in a warehouse owned by Merkim A.Ş. in Kocaeli, Turkey. The RFP and these specifications apply to the elimination of approximately 2,010 t of POPs pesticide waste and 21 t of POPs impacted waste located in warehouse sections 4, 5 and 6. This specification defines the general background, scope of work, technical/environmental protection requirements, and contractor's responsibilities applicable to these works.

This work is a principle part of addressing a major POPs stockpile legacy on the Merkim property and specifically the environmentally sound removal, transport and disposal of POPs and POPs impacted waste covered under the Stockholm Convention on Persistent Organic Pollutants. Following completion of this assignment and a following assignment to remove and dispose of imbedded POPs impacted waste within floors and walls, the remaining clean structure is intended to be suitable for removal (demolition) and preparation of the site for a future land use. The elimination of above ground POPs legacy associated with this site is being undertaken within the framework of a Global Environmental Facility (GEF) project generally addressing POPs legacies in Turkey³. For this GEF project, UNDP is acting as the lead GEF Implementing Agency, and the Ministry of Environment and Urbanization (MoEU) is acting as the national Executing Agency. Direct implementation of this work is being overseen by UNDP Turkey through a Project Management Unit (PMU) within the Turkey Country Office who will serve as the principle client interface for Contractors.

The subject warehouse complex is located in an industrial area of the Sirintepe Region of Derince in Kocaeli province, Western Turkey on the Northern shore of Izmit Bay (Figure 1). It consists of six discrete but interconnected warehouse sections as illustrated in Figure 2 and identified by numbers 1 through 6. The warehouse initially contained over 3,000 t of POPs waste in various forms but generally consisting of two categories, namely POPs pesticides⁴ and POPs impacted wastes⁵, which have been either stored under substandard conditions or have led to contamination of parts of the warehouse section structures themselves. At the initiation of the UNDP GEF project approximately 250 t of POPs waste had been removed for destruction by Merkim, leaving approximately 2,800 t of POPs pesticide and POPs impacted materials in or as part of the warehouse structure. A detailed description of the site and warehouse, its initial condition at the start of the UNDP GEF project, estimated POPs waste quantities and its characterization are provided in a Report entitled "Site Description Survey and Assessment Report" (Reference R003-1239389GMC-beb-V02-NL, R003-1239389GMC-beb-V02-NL_TR) prepared for UNDP by Tauw BV. This is available from directly from the UNDP contact listed in Section 3 of the RFP. Alternately, the document is available on the Project Web

³ https://www.thegef.org/sites/default/files/project_documents/9-29-2014_ID4601_r_ProjeDoc_0.pdf

⁴ Definition of POPs wastes in this document is: All materials that have a POP chemical and associated congener concentration above 5,000 ppm or 5,000 mg/kg dry matter for solids

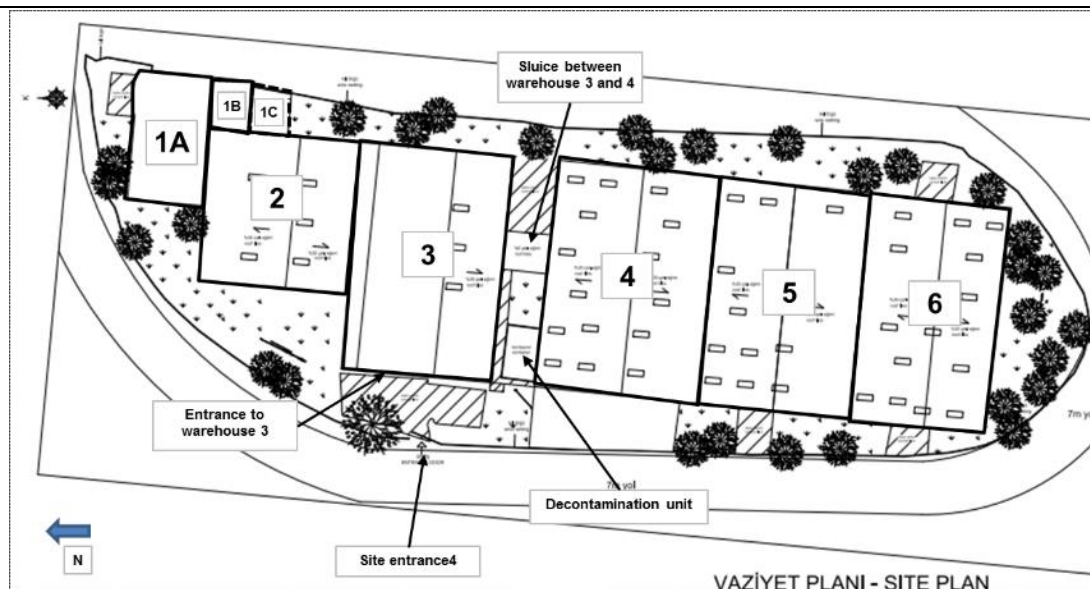
⁵ Definition of POP impacted wastes in this project is: All materials, including site building materials, that have a POP chemical and associated congener concentration between 50 and 5,000 ppm or 50 and 5,000 mg/kg dry matter or of which can reasonably assumed that they contain concentrations between these mentioned values

Site (<http://kalicikirleticiler.com/en/news/merkim-site-reference-reports/>).

Figure 1: Location of Merkim POPs wastes stockpile site (Source: Google Maps, 19 January 2017)



Figure 2: Original site layout with indication of warehouse section numbers and main features of the site



The approach to addressing this POPs stockpile and associated clean up legacies has and is being undertaken on the basis of five implementing phases that also define the selected contracted packages involved in implementing the overall GEF/UNDP project work. These are summarized as follows:

- **Phase 1 – Detailed Site Assessment and Clean Up Design:** This initial phase involved the contracting of an experienced international environmental engineering company (Tauw bv) operating in association with national environmental service providers (ARMADA, MOST) by UNDP to undertake: i) a detailed survey and analytical assessment of the site, warehouses, and their contents; ii) development of detailed design, operational guidance and technical specification materials; iii) cost estimates; and iv) an environmental/social impact assessment (ESIA). This assignment also provided for operational training of

owner and regulatory staff. It also makes provision for operational supervision support to Merkim/UNDP's supervision of contracted works and undertaking independent environmental monitoring during and upon completion of works implementation. Overall the outputs from this assignment have provided UNDP and Merkim with information necessary to plan and initiate the physical works. Recognizing that financing of the works would be shared by GEF/UNDP and by Merkim, as well as the operational need to stage the works due to the constrained working space available, a phased approach has been adopted for this contracting which involves the work being divided into four operational phases defining contracting packages to be undertaken on a turnkey basis as described in the following.

- *Phase 2 - Preliminary Works:* This phase covers the site preparatory activities related to securing the integrity of the warehouses, developing support infrastructure (access, loading and personal/administrative facilities), and undertaking packaging, removal, transport and environmentally sound destruction of an estimated 255 t of POPs pesticide and POPs impacted wastes contained in the smaller warehouse sections 1, 2 and 3 (Figure 2 above), followed by cleaning of these areas. Upon completion, this work is intended to provide the basic infrastructure, and adequate, industrially cleaned, working space to undertake the main or primary POPs stockpile removal in the larger warehouse sections 4, 5 and 6 described in this specification. Phase 2 has been contracted by Merkim with UNDP PMU technical support and was completed in May 2018.
- *Phase 3 – Main (Primary) POPs Waste Stockpile Elimination:* This phase is defined by the scope of this specification and involves the packaging, handling, loading, on-site staging, removal, transport, off site staging (if applicable) and environmentally sound destruction of approximately 2,010 t stockpiled POPs pesticide waste, 21 t of POPs impacted waste and associated POPs impacted waste produced during the implementation of on-site operations. This waste is currently stored and randomly distributed in warehouse sections 4, 5, and 6 (Figure 2 above). The on-site operations will utilize an appropriately zoned operation to manage contamination and substantively contain it within the warehouse structure. This work is being contracted by UNDP Turkey and will be implemented under the UNDP PMU's supervision. A detailed description of the on-site portion of this work and applicable guidance specification prepared by Tauw (Task 4.2b ToR Main packaging of POPs R011-1239389GMC-nij-V03-NL/ R0011-1239389GMC-nij-V03 TR). This is available from directly from the UNDP contact listed in Section 3 of the RFP. Alternately, the document is available on the Project Web Site (<http://kalicikirleticiler.com/en/news/merkim-site-reference-reports/>).
- *Phase 4 – Contaminated Wall and Floor Removal:* This phase will follow Phase 3 involves the systematic confirmation of the extent of impregnated contamination identification within the lower portions of the concrete block walls of the warehouse structure and the removal of those portions with > 50 ppm POPs pesticides. Likewise, a layer of the concrete floors similarly impregnated with POPs pesticides > 50 ppm POPs pesticides will be removed. These removed materials will be packaged on site and directed to environmentally sound disposal as permitted by prevailing regulations. It is currently estimated that 504 t of POPs impacted wastes will required removal and environmentally sound disposal. The required works also includes installing temporary replacement walls and sealing the remaining concrete surface and other area occupied by the original footprint of the warehouse structures such that it provides a hydraulic barrier to possible subsurface contamination. This phase may be contracted and supervised by either UNDP or Merkim depending on the availability the GEF grant financing.
- *Phase 5 – Warehouse Demolition and Securing the Site* – This phase of the work will be financed and undertaken/contracted by Merkim after completion of Phase 4 and acceptance of the site as meeting the completion requirements for this Sub-component of the overall GEF project. Its objective is to leave the site secured in environmental terms with respect to the elimination of the POP pesticide stockpile and in a condition suitable to undertake planning for any required subsurface remediation and future development and productive use.

As noted under the introductory descriptions of the overall sequential phasing of the Merkim site POPs pesticide stockpile legacy elimination, the scope of work covered by this specification and elaborated in detail in the following **applies to Phase 3** is being contracted by UNDP Turkey and supervised by the UNDP PMU in association with Merkim.

2. General Scope of work

The overall scope of work covered by this tender and technical specification to be undertaken by the selected Contractor will be the environmentally sound management (ESM) associated with Phase 3 (Main (Primary) POPs Waste Stockpile Removal Elimination). The overall scope involves the extraction, removal, transport, and destruction/disposal of approximately 2010 t POPs pesticide waste and an estimated 21 t of POPs impacted waste stored within the Merkim warehouse structure (specifically within warehouse sections 4, 5, and 6). Included with the scope but not quantified is contaminated material as may have accumulated as particulate on interior surfaces and other POPs impacted wastes generated by packaging and removal operations, and by final surficial cleaning of the structure including floors using high power vacuum cleaning equipment.

The following provides a description of the conditions at the initiation of the works covered in this specification (noting that Phase 2 was undertaken to prepare the site to create space for the temporary storage and handling of repacked POPs wastes and the loading of POPs wastes within the confines of the warehouse structures and the site boundary). Also provided are the estimated quantities of POPs pesticide waste involved, and the general activities associated with the scope of work.

The site conditions following the completion of Phase 2 (Preliminary Works) are described below along with a process by which final modifications agreed with the successful Contractor based on their technical proposal will be completed by Merkim at Merkim's expense.

More specifically, the current situation for the interior of the warehouse structure is as follows:

- Warehouses sections 1, 2 and 3 has been cleared of all POPs wastes and loose POPs impacted wastes;
- Old groundwater extraction wells present in warehouse section 2 have been cleaned and closed/sealed at the surface;
- The structure itself has had a thorough surficial cleaning including the floors and walls, noting that portions of warehouse walls and floors remain contaminated with imbedded POPs waste even after cleaning. As such, the storage/handling area created within warehouse sections 1, 2 and 3 remains part of the contaminated inner parts of the warehouses and working inside these areas are subject to specified health and safety standards under the assumption that some POPs contaminated dust formation in the area can occurring during the required works;
- The corridor floor between warehouse sections 3 and 4 had been sealed with a hard working surface and temporary curtain installed on the warehouse 3 side; and
- The cleared interior of warehouses sections 1, 2 and 3 is empty except for drum filling station (to be used at the Contractor's election or otherwise decontaminated and removed by Merkim);

The outside areas with the site boundary adjacent to warehouse sections 2, 3 and 4 has have been upgraded to allow for loading of POPs wastes onto trucks within the confines of the site. This will include the following:

- Installation of a small on-site office/reception structure with dedicated access;
- Upgrading of the personnel decontamination unit outside between warehouse sections 3 and 4;
- Extension of a concrete surface in front of warehouse section 3 entrance;
- Installation of 20 cm thick gravel layer with underlying geomembrane next to warehouse section 2, 3 and 4 (partially);
- Removal of trees along west side of the site; and
- Upgrading of fences and gates along the west side of the site including a dust barrier (fence sheeting).

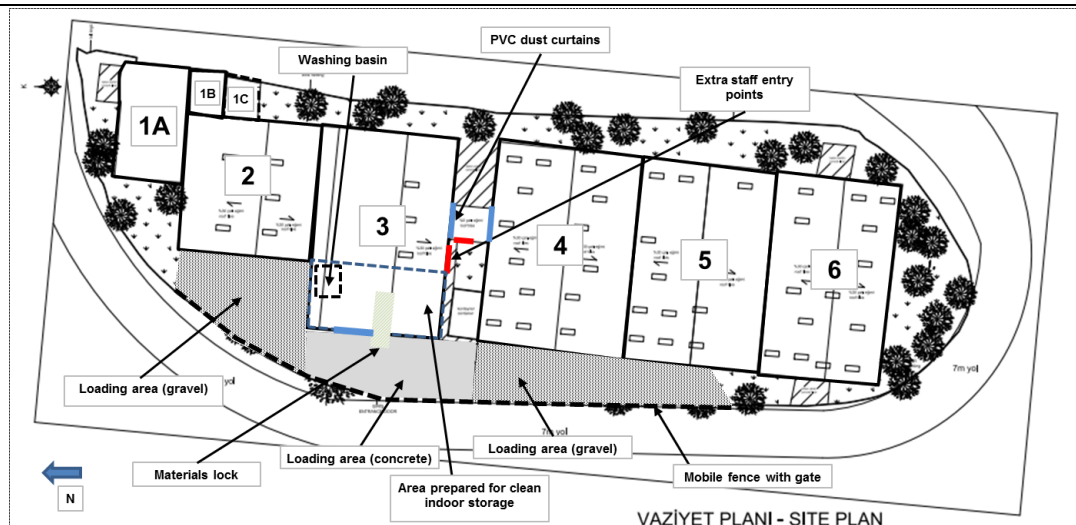
Remaining site preparation activities that will be completed by Merkim at their cost following selection and consultation with the successful contractor are as follows:

- Installation of effective dust (particulate) release mitigation barriers acting as a materials transfer lock at each end the transfer corridor between warehouse sections 3 and 4 (between recommended Zones 3 and 2);
- Installation of effective dust (particulate) release mitigation barriers acting as a materials transfer lock at the main door between warehouse 3 and the on-site outside working area and vehicle access gate;
- Installation of suitable personal access between the personnel decontamination unit and warehouse section 3, warehouse section 4, and, as required, the materials transfer corridor between these warehouse sections, inclusive of effective dust (particulate) release mitigation barriers; and
- Installation of protective barriers around exterior active extraction wells near exterior working areas.

The Contractors shall examine the above remaining measures and include details of their requirements and how these aspects should be completed in their technical proposal, noting that the costs thereof shall **NOT** be included in their financial proposal. Upon selection of the successful contractor, the scope of this work will be finalized and agreed with UNDP and Merkim. Merkim will then be responsible for the required installations which shall be completed to both the successful Contractors and UNDP's satisfaction prior to initiating works under this Contract. At Merkim's election, the Contractor may be asked by Merkim to undertake these infrastructure installations under a separate contractual relationship independent of UNDP.

The following figure (Figure 3) shows the recommended configuration of the Merkim site required at the initiation of the main works covered by this TOR/Technical Specification.

Figure 3: Recommended (from Tauw) configuration of the site layout required at the initiation of the main works.



The itemized estimates by POP waste type and location made by Tauw for stockpiles located in warehouse sections 4, 5 and 6, and which are covered by this work are provided in Table 1.

Table 1: Estimated POP-pesticides waste stockpiled in Warehouse Sections 4, 5 and 6 identified for elimination*. (Based on Task 2b Tauw Site Assessment Studies and Task 4b Technical Specification Report)

Location	Form of wastes	Quantity (m ³)	Total weight (tons)
Warehouse 4	HCH production wastes (dry)	241.26	180.87
Warehouse 4	HCH production wastes (wet)	26.81	34.91
Warehouse 4	Technical HCH (dry)	42.35	31.75
Warehouse 4	Pops impacted waste		20.95
Warehouse 5	HCH production wastes (dry)	483.13	362.20
Warehouse 5	HCH production wastes (wet)	53.686	69.91
Warehouse 6	HCH production wastes (dry)	1,475.97	1,106.54
Warehouse 6	HCH production wastes (wet)	163.996	213.57
Warehouse 4	HCH production wastes loose on floor		0.96
Warehouse 5	HCH production wastes loose on floor		3.9
Warehouse 6	HCH production wastes loose on floor		3.9
Total POPs Waste			2,008.51
Total POPs Impacted Waste			20.95

*Not included in the POPs wastes tables above are any wastes (i.e. waste water, PPE, cleaning particulate/dust and other POPs impacted) generated during the Contractor's operations on site and which the Contractor will be also responsible for.

Indicative analytical results applicable to the POPs pesticide wastes reported in the site survey report referenced above indicated that all wastes noted above are POP-pesticides. In most cases wastes are HCH waste products with a purity of approximately 40 % (i.e. 40 % of the material is POP pesticides, 60 % is inorganic mixture). Limited quantities of technical HCH have been found.

The Contractor should also be aware of the following contamination conditions associated with the site that are generally outside the scope of this work but which may need to be taken into account in undertaking the work:

- Asbestos: Roofing material on the warehouse structure is asbestos cement corrugated sheeting material mounted on steel rafters, the rafters are resting on reinforced concrete skeleton of the building. This roofing material is believed to be 10-15 % Chrysotile asbestos. Similarly, the narrow corridor between warehouse sections 3 and 4 is made of asbestos cement sheets with a roof made out of corrugated iron sheeting. Limited quantities of broken asbestos roof sheets were observed to be mixed with POPs wastes and present on the warehouse floors but the majority of these asbestos materials are anticipated to have been removed during the Phase 2 preliminary site works. However, the presence of asbestos sheets underneath or between the POPs stockpiles cannot be excluded and, if they exist, will be managed by the Contractor as POPs impacted waste.
- Surficial site soil contamination: Exploratory site survey work undertaken during GEF/UNDP project preparation and Phase 1 site assessment indicate that localized POPs pesticide contamination >50 ppm exists in the surficial soil outside the warehouse itself, specifically near entrances and locations where wall integrity may have been historically compromised. The primary area where this has been observed and which serve as available on-site work areas (containerized storage and loading) have been covered with geomembrane sheets and clean gravel but may exist in other areas.
- Sub-surface contamination: Phase 1 site assessment work has indicated that an undetermined amount and extent of sub-surface soil contamination exists under the floors of the warehouse and may also apply to other sub-surface areas of the site, although this has not shown contamination of underlying ground water. This is noted here to flag the importance of confining all works to the designated surface areas and to underline that no excavations during the works should be undertaken.

The general activities envisioned to be undertaken under this scope of work is summarized in Table 2 below which the Contractor will supply all labor, equipment, consumables, direct operational supervision, approvals, and reports/documentation required for the environmentally sound packaging, on-site storage/staging, removal, transport, off-site staging/storage (if applicable), and disposal of POP pesticide and POPs impacted waste as specified herein.

Table 2: General Activities involved in the ESM⁶ of POPs pesticide waste stockpiled in warehouse sections 4, 5, and 6

Item no.	Description	Unit	Estimated Quantity*
1	On-site operational preparation activities (support infrastructure, site operations zoning preparation, installation of dust limitation/mitigation measures	n/a	n/a
2	Repackaging/removal of POPs wastes from warehouse sections 4, 5 and 6 including drying of POPs wastes, preparation for transport off site (loading), on-site staging/temporary storage, environmental management, and HSC measures	t	1,999.75
3	Cleaning of floors and walls in Warehouse sections 1-6	t	8.76
4	Off-site transport (and off-site storage/staging as applicable) to POPs waste destruction facility in accordance with national and international requirements (including Basel Convention as applicable)	t	2.008.51
5	ESM destruction POPs wastes and disposal of residuals in accordance with international guidelines	t	2.008.51**

*Task 2b Tauw Site Assessment Studies and Task 4b Technical Specification Report referenced above

** Not included in the POPs wastes tables above are any wastes (i.e. waste water, PPE, cleaning particulate dust, other POPs impacted waste) generated during the Contractor's operations on site and which the contractor will be also responsible for. Likewise, it does not include the estimated 20.95 t of POPs impacted waste stored in warehouse section 4. These quantities are also part of the scope of work.

3. Organization and planning of the work

As a general principle, the Contractor will have overall responsibility for the organization of the work, its operational supervision, the delivery of the final works products and outcomes defined herein, the documentation and reporting of how these are delivered and demonstration of their delivery in accordance with this specification, and with applicable national regulatory requirements and the guidelines and standards identified herein. In assuming this responsibility, the Contractor has the flexibility to exercise their own professional judgement and experience in delivering final works products and outcomes in both a cost effective and environmentally sound manner. As such the Contractor is free to propose in its Execution Proposal alternative approaches and methods at an operational level to those set out in this specification as supported by suitable justifications that support the economic and efficiency benefits obtained as well as equivalence or enhancement in terms of economic, technical, and environmental performance.

⁶ ESM shall include the management of POPs waste through all operations from being loaded at the point of removal from the Merkim site, national and international transport (as may apply), destruction and disposal of residuals from this destruction process in accordance with to Basel/Stockholm and GEF STAP guidance documents

The following sub-sections define the requirements and responsibilities associated with the main aspects of organizing and planning the work.

3.1 Contractor/Client Interface Arrangements

Noting that the Contractor has operational supervision responsibility for all aspects of the work, the client supervisory function will be undertaken by the UNDP PMU or its authorized representative working in association with the site owner (Merkim). In that capacity client supervision will be present at the Merkim site for on-site works or readily accessible, and act as the primary point of contact for the Contractor on day to day operational matters. This will specifically be the UNDP PMU national consultant or a contracted supervision support technician as expressly delegated by the UNDP PMU. Likewise, the UNDP PMU will be the focal point for all communications respecting project status reporting and operational matters related to the transport, interim/in transit storage (as applicable), waste tracking, and final destruction of POPs pesticide wastes.

However, it is also the Contractor's obligation to inform and coordinate with the UNDP PMU's authorized representative respecting compliance matters, as well as communicate the substance of contacts with local and national authorities and/or as appropriate involve the UNDP PMU's authorized representative in such contact arrangements. Likewise, the Contractor will coordinate contact and communication with public external stakeholders with the UNDP PMU authorized representative noting that it is anticipated that the Contractor needs to maintain operational contact and good relations with immediate neighboring stakeholders on issues such as timing of works, temporarily access to neighboring property, and traffic planning around the site.

3.2 Execution Work Plan (EWP)

The elaborated details of the Contractor's work and its organization will be documented in a detailed **Execution Work Plan (EWP)** in a manner that is consistent with the Execution Plan submitted in the Contractor's commercial proposal including measures respecting health and safety, environmental management, transportation, and emergency response as submitted in response to this RFP. The EWP will be prepared and submitted by the Contractor to the UNDP PMU for agreement in advance of initiating any physical operations within this Scope of Work and within 30 days of contract signature. Prior to the expiry of that 30 day period, UNDP and the Contractor are anticipated to agree on a detailed schedule for the execution of all on-site works defined herein.. In general, the EWP shall include but not necessarily be limited to i) general methods applied for all aspects of the works, ii) environmental protection practices and procedures; iii) specific procedures covering workplace health and safety; and iii) operational procedures covering all work activities related to site preparation/organization/administration, packaging, contractor supervision, loading/onsite staging/removal, transportation, off-site staging/storage (as applicable), tracking, environmental sound destruction/disposal, emergency response, and reporting associated with the scope covered herein. The above shall be consistent with the requirements in this specification and the work being done in environmentally sound manner in accordance with the requirements of the Basel Convention as adopted by the Stockholm Convention⁷, GEF STAP guidance document⁸, the regulations as applicable in Turkey and the country(ies) of transit and final disposition where applicable, and the technical/environmental requirements defined herein. The following provides a more detailed elaboration of EWP requirements.

The overall EWP document will be structured as a main document section detailing the technical and operational plan for works execution plus four subsidiary subject specific plans appended to the main EWP document with all being subject to agreement with and approval by the UNDP PMU before the physical works start. These are i) Health and Safety Plan (HASP); ii) Contractor Environmental Management Plan (CEMP); iii) Traffic Control Plan (TCP); and iv) Emergency Response Plan (ERP). Guidance on what is expected in the contents of each of these as well as the EWP itself is provided below.

⁷ <http://www.basel.int/Implementation/Publications/TechnicalGuidelines/tabid/2362/Default.aspx>

⁸ <http://www.thegef.org/publications/selection-persistent-organic-pollutant-disposal-technology-gef>

i) Execution Work Plan (EWP) Contents

- General Methods
- Project planning
- Site schematic illustrating locations of main operations, equipment and particulate matter limitation measures.
- Operational procedures covering all on-site work activities including but not limited to:
 - Site preparations
 - Zoning procedures and requirements
 - Manpower plan
 - Working hours (daily and weekly)
 - Packaging, labelling, handling, on-site staging/storage, loading and off-site removal of the POPs wastes and POPs impacted wastes
 - Cleaning of the site floors, walls and equipment
 - Operational procedures for drying of POPs wastes
 - Prevention of mixing of wastes during the operations
 - Prevention of particulate matter escaping the indoor areas during operations
- Operational procedures covering all off-site activities including but not limited to:
 - Transportation
 - Off-site staging/storage as applicable
 - Routing from site to final destination
 - Waste tracking/reporting
 - Waste receiving
 - Tracking through destruction process including disposition of residuals
 - POPs waste destruction capability and technical support
 - Final documentation and destruction certification
- Communication including protocols for dealing with third parties
- Quality Control and Quality Assurance methods and certifications/standards adhered to
- List of all required permits for the execution of the works
- List of equipment and machinery to be used

ii) Health and Safety Plan (HASP)⁹

- General information on the site including:
 - Site location
 - Contamination status
 - Involved parties
 - Project implementation period
 - Work description:
 - Overview of activities
 - Work arrangements including responsibilities of staff members
- General Information on POPs waste transport, off-site storage/staging, and destruction
 - Description of transportation means and routing
 - Description of offsite storage/staging arrangements (if applicable)
 - Description of final destruction and residual disposal facilities and capability
 - Involved parties
 - Implementation schedule
 - Work description
- Risk assessment
 - Risks from surrounding land-use

⁹ Health and safety guidance respecting requirements for the Contractor's HASP are elaborated in R005-1239389GMC-beb-V03-NL This is available from directly from the UNDP contact listed in Section 3 of the RFP. Alternately, the document is available on the Project Web Site (<http://kalicikirleticiler.com/en/news/merkimb-site-reference-reports/>).

- Risks from site activities
 - Risks from transportation and off-site storage/staging (as applicable)
 - Risks from POPs waste destruction and residual disposal
 - Overview of On-site Health and Safety procedures and practices:
 - General requirements including medical examinations
 - Operational requirements
 - PPE requirements by operational zone
 - Administrative requirements
 - Site safety and security:
 - General preventive measures
 - Near misses, incidents and emergency response
 - H&S performance reporting
 - Inspections
 - Auditing
 - Review, inspection and audit findings
 - Overview of Health and Safety procedures and practices for transport and POPs waste destruction
- iii) Contractors Environmental Management Plan (CEMP)¹⁰
- Context (on-site works)
 - Site location
 - Contamination status
 - Description of site activities
 - Implementation schedule
 - Context (transportation/off-site storage/destruction)
 - Routing and location of off-site interim storage/destruction/disposal facilities
 - POPs waste quantities and packaging
 - Description of transport, off-site storage/staging, and destruction/disposal activities
 - Implementation schedule
 - Organization and staffing (all parts of the works):
 - Identification of staff resources and responsibilities/authority
 - Applicable regulations, certifications, standards and compliance assurance procedures
 - Availability of documents
 - Environmental Management:
 - Mitigation measures
 - Monitoring measures
 - Reporting procedures and communications:
 - Environmental reports
 - Notification of Accidents
 - Communications
 - Internal Audits
 - Communication with external parties
- iv) Local Traffic Control Plan (TCP)
- General information on the site including:
 - Site location
 - Main traffic routes to and from the site
 - Traffic intensity on roads surrounding the site
 - Work description:
 - Main entry and exit points for machinery and vehicles

¹⁰ Environmental Management Guidance respecting requirements for the CEMP are elaborated in Tauw document R007-1239389GMC-beb-V03-NL. This is available from directly from the UNDP contact listed in Section 3 of the RFP. Alternately, the document is available on the Project Web Site (<http://kalicikirleticiler.com/en/news/merkim-site-reference-reports/>).

- Staff entry and exit points
 - Expected traffic intensity
- Risk assessment of traffic surrounding the site:
 - Measures for dealing with traffic related risks include type and location of traffic signs, warning lights and/or traffic support staff
 - Minutes of meetings with site neighbors and Organized Industrial Zone on traffic, parking and idling
 - Agreements with neighbors on the use of their sites for parking and/or idling
- v) Emergency Response Plan (ERP)
 - Information applicable to the site works including:
 - Location and availability of on-site emergency equipment
 - Location of emergency exits and routes
 - Emergency communication systems
 - On-site evacuation procedures
 - On-site medical emergency procedures
 - On-site fire emergency procedures
 - Procedures for on-site spills and accidents
 - Contractors emergency response organization
 - Availability and coordination arrangements with local public and private sector emergency services
 - Information applicable to transport, off-site storage/staging, and POPs destruction activities including:
 - Location and availability of emergency equipment
 - Emergency communication systems
 - Medical emergency procedures
 - Fire emergency procedures
 - Procedures for spills and accidents
 - Contractors emergency response organization
 - Availability and coordination arrangements with public and private sector emergency services

3.3 Other Pre-Operational Activities/Deliverables:

Within the 30 day period after contract signature, the Contractor will also be expected to complete the following activities and to document them in the EWP: i) conclusion of contracts with any Sub-contractors (as designated in the proposal); ii) selection, training, and mobilization arrangements of the Contractor's/Sub-contractor's personnel and equipment in Turkey; ii) acquisition of local permissions and licenses where required; iii) initiation of neighboring stakeholder coordination with respect to timing of the works and traffic planning; iv) initiation of authorizations and clearances as may be required for the trans-boundary transportation in accordance with the Basel Convention requirements from/through the competent Turkish authorities as well as those of all transit and destination counties that may be involved, v) establishment of coordination arrangements with the UNDP PMU, Merkim, local authorities, and neighboring stakeholders respecting on-site administration, logistics/traffic control, scheduling, and operational procedure details and vi) Agreement and acceptance of infrastructure additions described in Section 2 above based on the Contractor's technical proposal and as completed by MERKIM at MERKIM's expense

3.4 Overall Project Schedule:

The detailed schedule of required work activities should be included in the EWP from point of agreement on its contents with the UNDP PMU, based on it being completed within a target period after contract signature of 12 months (18 months maximum) with on-site activities targeted for completion in 6 months (9 months maximum) unless otherwise agreed with the UNDP PMU and Merkim. However, it is recognized that given the large quantity of POPs pesticide wastes to be removed from the site and potential limitations in the rate destruction facilities may be able to process it, flexibility in the period over which destruction takes place will be considered where the Contractor chooses to make secure off-site storage arrangements meeting the requirements contained in Section

4 below. This flexibility in scheduling and overall duration is limited by required overall Project completion constraints after which GEF funding cannot apply and Merkim assumes financial responsibility to completion.

3.5 General Health and Safety Requirements

The Contractor is required to comply with all relevant Turkish national occupational Health and Safety regulations including but not limited to:

- By-law on 'Occupational Health and Safety In Construction Works', Article 8(4) (05.10.2013 28786)
- By-law on Special Procedures and Principles In case of Works Carried Out by Workers that are worked in job rotation (O.J.07.04.2004-25426)
- By-law on Health and Safety Precautions Regarding Asbestos Usage, (O.J.25.01.2013 28539)

In addition, Contractor is expected to comply with applicable international best practices.

The Contractor shall hold all necessary relevant health and safety permits required for the execution of the works, the identification and acquisition of being the Contractor's responsibility. During the implementation of the work, special attention will be given to labor safety support measures in view of the potential health hazards associated with the substances to be handled. All staff working on the site shall be trained by the Contractor as required in the health and safety aspects related to handling and processing of POPs wastes including specific requirements set out in this specification. The successful completion of such training will be demonstrated and documented.

Contractor should indicate in the EWP and its appended HSAP in detail how it intends to demarcate the site into contaminated and clean working areas, and which rules the Contractor intends to implement to confine contaminants (hazardous waste, contaminated material, contaminated particulate and liquid, etc.) to the area, which is already contaminated.

As part of the EWP-documentation, the Contractor shall prepare and obtain the Contracting Party's agreement on a HASP including Risk Assessment register for which guidelines are provided in the above referenced guidance document (Tauf Report Reference R005-1239389GMC-beb-V03-NL available from UNDP (<http://kalicikirleticiler.com/en/news/merkim-site-reference-reports/>)).

3.6 General Environmental Management Requirements

The Contractor will document environmental management practices in the CEMP defined as part of the EWP and undertake the work consistent with the following general principles and mitigation measures, all reflecting the requirements of applicable national regulatory requirements and international best practices. Guidance on general principles and required mitigation measures is provided with Section 4 of this specification.

3.7 Environmental Monitoring

The Contractor is required to undertake indoor particulate and noise monitoring, and outdoor noise monitoring at the site boundaries and as required on adjacent properties as set out in Section 4.2.3.

The UNDP PMU through an independent contracted environmental service provider will also undertake environmental monitoring of external ambient air quality, soil quality and ground water on the site and external to it (as may be required). This will involve three Phases: **Baseline Monitoring** prior to the start of works, **Operational Monitoring** at 2 month intervals, and **Completion Monitoring**. The scope of this independent monitoring is provided in Table 3 below.

Table 3: Scope of Independent Ambient Environmental Monitoring

Monitoring Component	Monitoring Medium	Monitoring Parameter	Number of Samples and Locations	Frequency
Baseline Monitoring	Air	DDT, HCH	4	1 (Before start of works)
	Air	TSP* and PM 2.5	(At boundary and key local receptor locations to be agreed)	
	Groundwater	DDT, HCH, Mono-chlorobenzenes	3 (Locations to be agreed)	
	Soil	DDT/HCH	2 (Outside warehouse, locations adjacent to work areas to be agreed)	
Operational Monitoring	Air	DDT, HCH	3 (At boundary and key local receptor locations to be agreed)	At 2 month intervals during representative operational activities
	Air	TSP* and PM 2.5	3 (At boundary and key local receptor locations to be agreed)	
	Soil	DDT/HCH	2 (Outside warehouse, locations adjacent to work areas to be agreed)	
Completion Monitoring	Air	DDT, HCH	4	1 (After completion of works)
	Air	TSP* and PM 2.5	(At boundary and key local receptor locations to be agreed)	
	Groundwater	DDT, HCH, Mono-chlorobenzenes	3 (Locations to be agreed)	
	Soil	DDT/HCH	2 (Outside warehouse, locations adjacent to work areas to be agreed)	

*TSP – Total Suspended Particulate

The results of this will be shared with the Contractor on-site representative as available. If issues are identified related to the ambient environmental monitoring results, the Contractor shall stop the operation, and cooperate with the UNDP PMU and as required relevant authorities and stakeholders in investigating the sources of any pollution issues identified and as applicable taking actions necessary to mitigate such impacts where the source is

associated with the Contractor's activities at a maximum 15 calendar days. After the Contractor takes mitigation measures and needed action with regards to pollution, UNDP PMU will approve the restarting of operations by the Contractor.

The Contractor will be separately responsible for monitoring and reporting of airborne particulate within the warehouse during packaging and cleaning operations in accordance the following requirements (also see Section 4.2.3):

- Areas of high airborne indoor particulate generation will be monitored¹¹ continuously for particulate with concentrations total PM measured in mg/m³
- Maximum permissible total particulate concentrations in areas of high airborne particulate generation is 500 mg/m³
- Staff are required to work with independent air supply in areas with high airborne particulate formation greater than 50 mg/m³)
- Total particulate concentrations in outdoor areas are to monitored at least daily and are to be recorded and reported to the UNDP PMU or authorized representative

The contractor will regularly monitor noise internally within the warehouse, at the site boundaries, and on adjacent properties as may be required (i.e. during high noise generation operations and as requested by the UNDP PMU or its authorized representative) in accordance with the following requirements and limitations:

- The level of noise emitted from on-site activities measured at the site borders cannot exceed the limit values given in Table-5 in Annex-VII applied for construction in the By-law on assessment and management of environmental noise which will be Lday (dBA) 70.
- Acquire permit from Kocaeli Provincial Directorate of Environment and Urbanization for carrying out construction activities in evening and nighttime (between 19.00 and 07.00)
- Limit noise generation on site from 07:00 to 19:00
- Limit noise generation during religious festivities and agree upon noise generation during these periods with local mosque

Where issues or complaints in these areas occur, it is the Contractor's responsibility to address these directly and report correction measures to the UNDP PMU and relevant authorities and stakeholders.

3.8 General Communication Principals

Communications between the Contractor, and the UNDP PMU, its authorized representative, and other parties should be in accordance with the following:

- Communication is undertaken in an open and structured way with the UNDP PMU and other parties as elaborated in the EWP in the form of communications procedures and protocols (including, timing, frequency and complaint response).
- The Contractor is generally responsible for regular operational communication with local authorities, the site owner (Merkim), and other interested parties (with special attention to the neighboring Mosque and restaurant), all subject to coordination with the UNDP PMU and authorized representatives as noted above.
- The Contractor will provide a readily accessible telephone number and electronic coordinates to the public for questions and complaints with complaints and follow-up actions being registered and communicated to the UNDP PMU, formally recorded and on the agenda of all project progress meetings
- The Contractor will participate in information events during the project to inform the public on the project progress as required by the UNDP PMU
- The Contractor will obtain written permission from neighboring sites before using their property for administrative or logistics purposes.

¹¹ Monitoring in accordance with TSE-TS 2361 standards

3.9 General Documentation Requirements

Submissions of documents by the Contractor to the UNDP PMU representative should be undertaken in accordance with the following guidance:

- Intermediate communications can be made in digital or analogue format
- Intermediate submissions to the UNDP PMU's representative will be in 2 hardcopies and by full electronic copy, including all annexes, maps, technical calculations, certificates, et cetera. Submissions should be in English and Turkish language
- Final submissions to the UNDP PMU will be 5 hardcopies and by full electronic copy (CD, DVD or USB-stick) and include all annexes, maps, technical calculations, certificates, et cetera. Final submissions should be in English and Turkish language

4. Technical/Environmental Requirements and Contractor's Responsibilities

4.1 General

This section defines the technical and environmental requirements for the above scope of work and elaborates the Contractor's responsibilities for meeting them.

All the work must be performed and completed in conformity with: i) legislation of the Republic of Turkey; ii) applicable Basel Convention requirements and guidelines; and iii) Stockholm Convention requirements and guidelines; iii) international regulations applicable to the movement of hazardous waste and dangerous goods by road (ADR)¹², marine (IMDG)¹³, and rail¹⁴ transport; and iv) other applicable regulations, procedures and guidelines including those of transit and destination countries as may be applicable.

The overall scope of work shall involve the following work stages and sub-activities within the stages, the requirements for each of which is covered in more detail in the following parts of this section.

- a) On-site operational preparation requirements
 - Support infrastructure
 - Site operations zoning requirements and preparation
 - Installation/implementation of airborne particulate limitation/mitigation measures
- b) Packaging/removal of POPs wastes from Warehouse sections 4, 5 and 6
 - Preparation POPs waste stockpiles for packaging and removal
 - Packaging materials and operations
- c) On-site container labelling, loading and custody transfer
 - Waste container labelling and tracking initiation procedures
 - Loading of POPs waste
 - On-site storage and staging of POPs waste
 - Transfer of custody and ownership procedures
 - Local traffic control measures

¹² European Agreement concerning the International Carriage of Dangerous Goods by Road.

http://www.unece.org/trans/danger/publi/adr/adr_e.html

¹³ International Maritime Dangerous Goods (AMDG) Code,

[http://www.imo.org/en/Publications/Documents/IMDG%20Code/IMDG%20Code%20\(incl%20Amdt%2037-14\)/IJ200E.pdf](http://www.imo.org/en/Publications/Documents/IMDG%20Code/IMDG%20Code%20(incl%20Amdt%2037-14)/IJ200E.pdf)

¹⁴Convention concerning International Carriage by Rail (COTIF),

http://www.otif.org/fileadmin/user_upload/otif_verlinkte_files/07_veroeff/99_geschuetzt/RID_2013_e/RID_2013_E.pdf

- d) Completion of onsite works
 - Cleaning of floors and walls in warehouse sections 1-6
 - On-Site completion requirements and procedures
- e) General transportation requirements and responsibilities
 - Transportation and off-site storage/staging of POPs waste after removal from the Merkim site
 - General transportation requirements and responsibilities
 - Environmental and safety measures during transport
 - Off-site Storage/Staging
- f) Treatment/destruction/disposal of POPs pesticides and POPs impacted wastes
 - Qualification requirements for designated treatment, destruction and disposal facilities
 - Receiving procedures at destination facilities
 - Demonstration of technical and environmental performance requirements for treatment and destruction
 - Internal tracking within facilities through to final disposition
 - Final documentation and certification requirements

4.2 On-site Operational Preparation Requirements

4.2.1 Support Infrastructure

Most support infrastructure that should be required to undertake on-site operations will have been put in place during the Phase 1 (Preliminary works) and will be turned over to the Contractor upon arrival on-site. As summarized in Section 2 above, this includes a mobile site office, personal decontamination unit for personnel entrance and exit to contaminated areas (including emergency shower), washing area and waste water collection basin, surface covering/protection in the form of geomembrane and gravel on working surfaces suitable for on-site loading operations, and fencing/gate access control. As also detailed in Section 2, additional measures related to dust (particulate) release mitigation at various transfer points and personal access points will be undertaken based on the proposals made in the tendered Technical Proposal as agreed in advance of starting work between with UNDP, Merkim, and the successful contractor. This work will be undertaken or arranged for by Merkim and paid for by them. It is the Contractor's responsibility to assess the provided support infrastructure and, beyond what is available upon starting work, to undertake any additional upgrading, re-location and/or additions that are deemed required for competent execution of the works under this specification. Likewise, it is the Contractor's responsibility to ensure this infrastructure is operational when work starts and is maintained throughout the work and is functionally available in an acceptable state for subsequent phases of the work. Guidance on general requirements and capacities for this is provided for reference in Section 5.1 of the above referenced Tauw document (Task 4.2b ToR Main packaging of POPs R011-1239389GMC-nij-V03-NL/ R0011-1239389GMC-nij-V03 TR). This is available from directly from the UNDP contact listed in Section 3 of the RFP. Alternately, the document is available on the Project Web Site (<http://kalicikirleticiler.com/en/news/merkim-site-reference-reports/>).

4.2.2 Site Operations Zoning Requirements and Preparation

As a basic operational and HSC practice to be strictly enforced for all on-site works, the Contractor will apply operational zoning of the site work areas inside and outside the warehouse. The Contractor is free to establish the zoning in a manner that best suits the its own operational needs of the work, as documented in advance in descriptive text and schematic form in the EWP noting that it is to be approval by the UNDP PMU before starting substantive works on-site. The EWP will also include i) protocols determining PPE requirement for each zone; ii) requirements for movement of staff, equipment and materials between zones including cleaning protocols for equipment; and iii) zone specific staff health and safety requirements. Recommended guidance

that will serve as a reference in such approvals in these areas is provided in Section 6, Sub-sections 6.2 through 6.5 of the above referenced Tauw Task 4.b report.

In general, the three zones to be applied are defined as follows noting that boundaries between them must be clearly demarcated which can be done by empty drums filled with water and connected to each other with demarcation tape.

- **Zone 1: Clean zone:** This applies to those parts of the site where there is no risk of contact with or exposure to POPs wastes, POPs impacted wastes, asbestos or other contaminated materials. The zone is used for entry and placement of vehicles for off-site transport of the packaged materials. POPs wastes and POPs impacted wastes in this area are assumed to be present in their final packaged form and in their final closed mode for off-site transport (inside closed containers or closed canvas trucks). These Zone 1 areas are to be clearly demarcated with tape and appropriate signage.
- **Zone 2: Intermediate zone:** This applies to the areas of the site, which have been cleaned of stockpiled POPs wastes, POPs impacted wastes and POPs impacted particulate prior to the start of the works to a level where visually no POPs waste residues are present. In the intermediate zone, risk of contact with contaminated materials is limited. However low concentrations of POPs impacted particulate might still be present. The zone is to be used for final handling, labelling, staging, storage and removal of repacked POP wastes, POPs impacted wastes, and clean materials. Outdoor areas are demarcated with tape and appropriate signage. All indoor zones, where activities or storage takes place are, prior to full removal of contaminated concrete floors, are to be cleaned with ride on floor cleaner and/or equivalent measures to limit particulate accumulation.
- **Zone 3: Contaminated zone:** The contaminated zone applies to all those parts of the warehouse where POPs wastes, POP impacted waste and POPs impacted particulate are still freely present. Risk of contact with POPs contamination in this zone is high and stringent health and safety precautions as set out in the EWP are necessary (see in Section 6, Sub-sections 6.2 through 6.5 of the above referenced Tauw Task 4.b report for guidance).

Figure 4: Recommended Phase 4 (Main (Primary) POPs Waste Stockpile Elimination) On-site Zoning Configuration ((North is to the left of the picture. Warehouse 6, excluded from picture is classified as Zone 3)¹⁵



¹⁵ Tauw Task 4.b Report

Entry and exit points to the warehouse should include a double dust curtain and dry boot brush. If additional entry points are required by the Contractor, these will be made by removing the buildings blocks with drywall drill or similar equipment. Building blocks will be kept inside the warehouse and evaluated as to level of contamination and classification as POPs or POPs impacted waste. A double dust curtain will prevent dust from exiting through the new entry and exit points.

Contractor's responsibility for this activity includes the following actions, works and materials:

- Installation and maintenance of face fitted double strip dust curtain for closure of newly created entry points. Strip curtains should have full overlap
- Placement of empty plastic drums and filling of drums with water
- Installation of demarcation lines and appropriate signage as below
- Installation/upgrading of suitable packaging filling equipment at suitable operational locations
- Placement of zoning signs (20 x 30 cm) with zoning requirements at all entry and exit points to zoning areas
- Installation and maintenance of required dry boot brushes
- Installation of required wet boot cleaning stations
- Wheel wash basins for vehicles moving between zones
- For all working areas a clearly visible sign stating entry conditions and necessary PPE in the Turkish language and with international symbols is installed (Illustrated in the EWP/HASP)
- A communication system (described in the EWP/HASP) is in place to allow for warning/notification of staff and visitors respecting work in progress in various zones and restricted entry to the zones.

4.2.3 Installation/Implementation of airborne particulate limitation/mitigation measures

Particulate limitation and mitigation measures need to be developed in advance of the works (as described in the EWP) and implemented during the works to prevent the escape of particulate matter from the contained indoor parts of the warehouse to the outside, to minimize transfer within the warehouse structure between zones, and to minimize generation within each zone by mitigation measures at the source of generation, particularly Zones 2 and 3.. In the following, the Contractor requirements in accomplishing this in terms of mitigation measures and standards to be met are listed:

- At least weekly and more often as required locally, hand and vacuum cleaning of floors and active exposed surfaces will be undertaken in all warehouses where operations have taken place
- Floor cleaning should to be undertaken with an industrial grade floor cleaning unit with a minimum power of 4kW, rotating brushes and is equipped to provide simultaneous vacuum cleaning/dust recovery capability
- Provision of 230 V, 50 Hz AC power with adequate earthing protection
- Provision of capability to retain artificial pressure in the materials locks between zones
- Humidification of POPs wastes as a measure to limit dust formation is prohibited
- Indoor areas where the processing of POPs waste creates an area of high airborne particulate generation should be kept at a pressure below that of the surrounding areas with the following conditions:
 - The pressure difference between the area of airborne particulate generation and surroundings areas should be a minimum of 1 Pascal and optimally between 4-10 Pascal
 - In cases where excessive airborne particulate generation occurs at a particular operational source, this should be compartmentalized with sheeting and scaffolding to contain and capture particulate
 - Equipment operating in areas of high particulate generation should be equipped with over pressurized cabins (Excess pressure should be at least 100 Pascal), P3-filter for dust and vapor protection, and A2-filter for organic pollutant capture.
 - Entry and exit of staff and materials to the areas of high particulate generation should be through an airlock consisting of three compartments, with the middle compartment at a pressure of 10 Pascal below the surrounding areas

- Areas of high airborne particulate generation will be monitored continuously for particulate¹⁶ with concentrations total PM measured in mg/m³
- Maximum permissible total particulate concentrations in areas of high airborne particulate generation is 500 mg/m³
- Staff are required to work with independent air supply in areas with high airborne particulate formation greater than 50 mg/m³)
- Total particulate concentrations in outdoor areas are to be monitored at least daily and are to be recorded and report to the UNDP PMU or authorized representative
- Between the indoor and outdoor areas of the site a clear separation should be made that prevents the outflow of particulate and limits odor nuisance for the surrounding sites by:
 - Staff entry and exit to the indoor parts of the site should be closed with double flexible strip curtains
 - Materials and goods entry and exit points to the indoor parts of the site should be through an airlock with the middle compartment at a pressure of minimum 1 Pascal below the surrounding areas
 - Vehicle entry and exit points to the indoor parts of the site should be through a compartmentalized lock with flexible strip curtains with the lock closed when not in use
 - A dust curtain should be present between areas classified as Zone 2 and Zone 3

4.3 Packaging/removal of POPs wastes from warehouse sections 4, 5 and 6

The following provides the requirements applicable to the packaging and removal of POPs waste from warehouse sections 4, 5 and 6 to be met by the Contractor, noting this is the substantive on-site aspect of the Contractor's scope of work under this specification. In general terms this covers preparation of POPs waste stockpiles for packaging and removal (including drying of any wet POPs waste as may be required), the types of packaging used, operational requirements for packaging activities including required packaging filling stations, weighing of packaged waste, final packaging/labeling requirements, housekeeping and day to day cleaning requirements, environmental management requirements, and health and safety requirements. Within an overall obligation to meet these requirements, it is understood that decision making respecting the organization, applied methodologies, and material/equipment selection to undertake the packaging and removal of the waste is determined by the Contractor, subject to its documentation in the agreed/approved EWP (Section 3.2 above)

4.3.1 Preparation POPs waste stockpiles for packaging and removal

The Contractor will organize the collection of POPs waste in the condition it is found in the stockpiles located in warehouses 4, 5 and 6 and move these to the installed filling station(s) for placement in or transfer to final primary packaging meeting the requirements set out below. These transfer operations should be undertaken in a manner that minimizes spillage, airborne particulate formation, and in accordance with the specified health and safety requirement including the staff use of prescribed PPE. The exception to this direct transfer is where wet POPs waste is involved which shall be dried as set out below prior to such transfer to a filling station.

The Contractor will organize the collection of POPs waste in the condition it is found in the stockpiles located in warehouses 4, 5 and 6 and move these to the installed filling station(s) for placement in or transfer to final primary packaging meeting the requirements set out below. These transfer operations should be undertaken in a manner that minimizes spillage, airborne particulate formation, and in accordance with the specified health and safety requirement including the staff use of prescribed PPE. The exception to this direct transfer is where wet POPs waste is involved which shall be dried as set out below prior to such transfer to a filling station.

The bulk density specific weight of the POPs wastes to be packaged and removed should not exceed **1.15**

¹⁶ Monitoring in accordance with TSE-TS 2361 standards

kg/dm³ excluding the existing and future packaging materials. Some POP wastes may be above this maximum bulk density resulting in a potential requirement that they be dried on-site prior to packaging and removal. The exact quantities of such will vary depending on weather conditions and the effectiveness of the site roofs but have been estimated as accounting for approximate 230 t (see Table 1) in the Phase 1 site assessment study. The contractor should make its own estimate as part of the tendering processes and record this in the EWP. Final determination of what POPs waste requires the drying step before packaging and removal will be made jointly by the Contractor and the UNDP PMU authorized representative, utilizing agreed bulk density determination techniques (to be described in the EWP).

To meet this bulk density requirement the Contractor can install a station for the (assisted) drying of POPs wastes exceeding this specified bulk density. The drying station and its operation should comply with the following requirements:

- No mixing of visibly dry and wet wastes is allowed.
- The area where drying takes place should be at a pressure of 4-10 Pascal below that of the surroundings
- Air extracted from the assisted drying station should be filtered, as a minimum, over activated carbon filters with sufficient capacity for the extracted air quantities
- Air extracted from the drying area should be dehumidified if necessary to achieve POPs wastes weight goals,

Alternatively, the contractor may choose not to dry wet waste as described above, subject to providing a justification that demonstrates direct packaging and shipment of such waste is more cost effective than drying as described in its proposal.

Building materials such as contaminated concrete block material that have a POP-concentration equal to or above the POPs wastes lower threshold limit of 5,000 mg/kg dry matter (d.m.) are excluded from the requirement of the bulk density specific of maximal 1.15 kg/dm³.

4.3.2 Packaging materials and operations

The Contractor will be responsible for the selection, purchase and supply of the required UN Certified packaging, that is internationally accepted for use in these applications and specifically compliant with the ADR and IMDG standards as approved for use in Turkey and international transport in compliance the relevant international agreements for the transport of dangerous goods. Contractor will specify any specific containers (drums or bulk bags, etc.) that it proposes to use and the mode of transport containment to be used (shipping containers, palletized/shrink wrapped on trucks etc.) in their technical proposal and to be agreed with the UNDP PMU as documented in the EWP.

The Contractor has overall discretion in the organization and implementation of packaging operations subject to the general requirements of this specification and the specific requirements set out below:

- Packaging should be undertaken within warehouse sections 4,5 and 6 (Zone 3) at a designated filling point(s) suited to the type of UN approved primary packaging that the Contractor selects for final removal of the POPs waste from the site.
- The Contractor will be responsible for the selection, purchase and supply of the required UN Certified packaging¹⁷, that is internationally accepted for use in these applications and specifically compliant with the ADR and IMDG standards as approved for use in Turkey and international transport in compliance the relevant international agreements for the transport of dangerous goods.
- Contractor will specify the specific types of primary packaging (drums or bulk bags, etc.) that it proposes and the corresponding mode of transport containment to be used (shipping containers, palletized/shrink

¹⁷ The net cost and weight of packaging selected (estimated costs to be itemized in the Commercial Proposal) will impact the overall unit cost/t for the management of POPs waste and POPs impacted waste thereby being a potentially significant factor in the selection of the successful contractor

- wrapped on trucks etc.) in their technical proposal and subsequently as agreed with UNDP in the EWP.
- The contractor will be responsible for supply of pallets, other materials, and equipment required to support the packaging and removal of POPs waste from warehouse sections 4,5 and 6 with storage location prior to use in warehouse sections 1,2 and 3 (Zone 2) and after first use in warehouse sections 4, 5, and 6.
- The use of uncontaminated, second hand packaging and pallets as applicable is permitted but is subject to inspection and approval by the UNDP PMU authorized representative.
- Materials that have been used or stored in Zone 3 and that cannot be adequately cleaned have to be tested for their POP-concentrations or are assumed to be POP impacted wastes.
- Materials that have been used or stored in Zone 2 and that have evidence for exposure to POP wastes should be adequately cleaned or are assumed to be POP impacted wastes.

Weighting of POPs and POPs impacted waste will be done on-site in the final primary packaging prior to transfer of the materials into the vehicle for off-site transport. Agreed baseline weights of the empty packaging and other consumables associated with the weighted material will be established in advance to allow calculation of net waste shipped and delivered to destruction facilities.

Weighting will be done with a calibrated scale that has a minimum accuracy of 1.0 kg and a minimum precision of $\pm 1\%$. Calibration papers will be provided to the UNDP PMU representative prior to the start of using the scale and be available for inspection on request throughout the work.

Weighing of the waste materials should be done in the final packaging prior to transfer of the materials into the vehicle for off-site transport. Recorded weights correlated with unique labelling applied to each such container in inventory, shipping and tracking documentation following the waste after leaving the site (see Section 4.4.1 below).

Mixing of POPs waste with other materials is prohibited. POPs impacted wastes will be separately collected, handled and packaged for off-site disposal, treatment, and/or destruction separately on physical appearance, and/or expected/proven POPs concentrations. Mixing of POPs impacted wastes with other materials will be minimized and avoided where possible. The Contractor will describe how identification of POPs impacted materials is undertaken and how the mixing of POPs impacted materials with other materials is avoided in the EWP.

4.4 Onsite container labelling, loading, and custody transfer

4.4.1 Waste container labelling and tracking initiation procedures

The Contractor will label all primary waste containers as well as the shipping containers in which they are packed (where applicable) with a unique number based on a system established jointly with the UNDP PMU as set out in advance in the agreed/approved EWP. This system of labelling and numbering will be sufficient to enable locating the contracted waste material precisely by primary container and shipping container (as applicable) for purposes of tracking it from the originating source through all steps in its ESM through to the final destruction facility. The Contractor is encouraged to make use of bar-code based technology in the labelling process to facilitate automated tracking.

The primary packaging container labels will be in compliance with the guidelines of the ADR and IMDG Code and contain the following information:

- UN number and UN classification designation;
- Basel and national waste identification code,
- Contract waste designation (POPs pesticide waste/POPs impacted waste);
- Origin of waste;
- Contractor's name;
- Appropriate placard symbol;

- Tracking form (manifest/waybill) number;
- Weight of the filled container;
- Primary container tracking number.

The shipping containers (where applicable) will be labelled in accordance with ADR, RID and IMDG Codes with additional the following information:

- UN number and UN classification designation;
- Basel and national waste identification code,
- Contract waste designation (POPs pesticide waste/POPs impacted waste);
- Origin of waste;
- Contractor's name;
- Appropriate placard symbol;
- Tracking form (manifest/waybill) number;
- Number of primary containers inside shipping container; and
- Shipping container tracking number

The unique number applied to primary and shipping containers (as applicable) will be based on a system established in the EWP and agreed with UNDP and owner and which will serve as a basic off-site tracking reference correlated to shipping documentation (manifest/waybill) through to its final point of disposition, including as applicable requirements of national regulations and the Basel Convention. These labelling numbers (both on individual and shipping containers) will be included on the manifest/bill of lading documents initiated at the loading site source and signed off by both a representative of the UNDP PMU's authorized representative and the Contractor's authorized site representative for purposes of formal transfer of custody and ownership.

The Contractor shall keep and submit to the UNDP PMU a weekly logbook indicating the types, volumes and container IDs of packaged wastes, as well as the types, quantities, and ID numbers of containers used within the reporting period and their contents, all correlated with the original stockpile quantities inventories agreed with between UNDP PMU and the Contractor in the agreed EWP.

4.4.2 Loading of POPs Wastes

The Contractor shall be responsible for the supervision of loading operations at the site and ensuring that containers are loaded and secured on suitable, licensed road transport consistent with the following requirements:

- Work will be undertaken in accordance with the practices and procedures describing loading operations defined in the agreed/approved EWP, inclusive of the requirements for the loading site arrangements, equipment used, and in a manner, consistent with national requirements respecting environmentally sound practice and prevailing industrial and labor safety requirements;
- Packaged POP wastes should be fixed with adequate dunnage consisting of wooden structures and/or straps on or within cargo transport units before transport and should be secured in accordance with standard EN 12195-1:2010 per the ADR standard as a minimum. If further transport via rail or sea takes place the provisions of the RID and/or IMDG for stowage should be taken into account;
- All site personnel under the Contractor's direction are to be properly trained and all tools and materials are in good working order and suitable for the intended application;
- The vehicle, its driver and staff involved in the loading of the vehicle shall comply with all applicable national and international regulatory provisions including vehicle licensing/training, emergency response equipment, communication, and placarding equipment provisions, particularly in the case of the driver licensing and training provision have the appropriate legal certificates according to Turkish regulatory provisions applicable to transport of materials involving hazardous waste, all of which shall be subject to examination and inspection by the UNDP PMU's authorized representative;
- The Contractor will ensure the provision of the required emergency response capability in terms of spill containment and clean up capability;
- The locations where wastes are handled shall have a solid foundation to ensure stability of the hoisting equipment, stored materials and vehicles; and

- Entry of vehicles with technical malfunctions or without fire-extinguishing capability and an electrostatic elimination device into the site or their repair on the Merkim site shall be prohibited.

4.4.3 On-site storage and staging of POPs waste

The following sets out the requirements for and restrictions applied to the storage and staging of POPs waste on site prior to its removal by road transport.

- All storage and staging prior to release of truck loads should take place within the confines of the site;
- On-site storage of POPs waste outside the warehouse can only take place in packaged form within final sealed mode of off-site transport (for instance shipping container) according to ADR and UN standards
- Outdoor storage of POPs wastes and POPs impacted wastes not in their final packaging mode is prohibited:
- Packaging of stored or staged materials cannot come into contact with the site soil, site floors or site walls:
- No storage of packaged POPs wastes can take place in indoor areas that classify as Zone 3:
- There is no time limit, other than those as may be set by local authorities having jurisdiction and national regulations, for storage and staging of POPs wastes in indoor areas that classify as Zone 2;
- On-site storage in sealed shipping containers ready for shipping as single units shall have a limit for storage on-site outdoor areas within the site of 6 weeks or such time as may be agreed with the UNDP PMU, site owner, and regulatory authorities
- For staging of POPs wastes and POPs impacted wastes on-site outside awaiting placement in shipping containers and/or loading on vehicles can take place for a maximum of 4 hours provided that there is no potential for dispersion of the POPs due to weather related conditions

4.4.4 Transfer of Custody and Ownership Procedures

The Contractor will assume full custody and ownership of the POPs wastes at the originating site upon acceptance of loading of such materials on the road transport vehicles for removal from the Merkim site. This will be formalized by the signing of a transfer of custody document in the form of the manifest/bill of lading document referred to above. These documents will be signed by the authorized representatives of Merkim, and the Contractor, and, as may be agreed in advance, by authorized representatives of UNDP PMU and the applicable competent regulatory authority having jurisdiction.

4.4.5 Local traffic control measures

Contractor shall indicate in the EWP in detail how Contractor intends to address risks related to traffic for the entry and exit of material, staff and equipment to and from the site, and in adjacent public access roads.

Contractor should discuss and agree on necessary traffic measures with the Organized Industrial Zone and site neighbors with such agreements being documented in a Traffic Control Plan (TCP) included in the agreed EWP.

The above shall include the following traffic measures apply:

- The road surrounding the site cannot be used for parking, idling, staging or storing of equipment, materials and vehicles
- Parking, staging, idling and storage of equipment, materials or vehicles at neighboring sites is subject to their written approval
- Contractor shall take appropriate measures to warn traffic of the entry and exit of materials, equipment, vehicles and staff to and from the site

4.5 Competition of On-Site works

4.5.1 Cleaning of floors and walls in warehouse sections 1 thru 6

After the removal of the POPs waste stockpiles, all the warehouse sections are to be cleaned to prepare for

subsequent works (i.e. the removal of the contaminated floors and walls).

Warehouses sections 1 thru 3 will have undergone initial cleaning prior to the start of the current works but are to be re-cleaned with brush equipped vacuum cleaners and as required the floors will be cleaned with large capacity scrubber/dryer. Walls, rafters and roof sections including corners, ridges and corrugations are cleaned with a high-power vacuum cleaner. Collected materials are transferred into UN approved packaging material suitable for off-site transport and disposal as POPs waste.

Noting that warehouse sections 4-6 have not previously been cleaned thoroughly, the floors will be cleaned with scrubber /dryer. The wall sections visibly affected by POPs waste will be cleaned with a brush equipped vacuum cleaner. All other walls, rafters and roof sections will be cleaned with brush equipped vacuum cleaners. After vacuum cleaning the dusts should be left to settle overnight and the warehouse floors are once again cleaned with large capacity scrubber - dryer. Corners, ridges and corrugations are once more cleaned with a high-power vacuum cleaner. Collected materials are transferred into UN approved packaging material suitable for off-site transport and disposal as POPs waste.

Recommended cleaning equipment specifications are as follows: for the floor scrubber-dryer, and high-powered vacuum equipment is as follows:

- Large capacity floor scrubber/dryer - minimum tank capacity of 90L, contact pressure of 24 grams and brush rotation speed of 180 rpm.
- High powered vacuum cleaner - minimum suction 60 l/s, vacuum 200 mbar.

The estimated areas requiring cleaning by the above equipment are as follows:

- Scrubber/dryer sweeping of all floors of warehouse sections 1 thru-3 - 1,165 m²
- High power vacuum cleaning of all corners, ridges and corrugations of warehouse sections 1 thru 3 - 250 m²
- High power vacuum cleaning of walls rafters and inside of the roofs of warehouse sections 1 thru 3 - 3,000 m²
- Scrubber/dryer sweeping of all floors of warehouse sections 4 thru 6 - 1,800 m²
- High power vacuum cleaning of all corners, ridges and corrugations of warehouse sections 4 thru 6 - 200 m²
- High power vacuum cleaning of walls rafters and inside of the roofs of warehouse sections 4 thru 6 - 3,000 m²
- Scrubber/Dryer second sweeping of all floors of warehouse sections 4 thru 6 - 1,800 m²
- High power second cleaning of all corners, ridges and corrugations of warehouses 4 thru 6 - 200 m²

Estimated quantity of POPs waste resulting from cleaning operations is 9 t.

The machinery, equipment and zoning/dust mitigation infrastructure already present in the warehouses will be cleaned manually with vacuum cleaner and wet cloths.

Water from site cleaning and washing areas will be collected, sampled and disposed of off-site in accordance with Turkish regulations with sampling and analysis of waste water as set forth in Turkish legislation O.J. 26.11.2005-26005 and the requirements of the facility accepting the waste water.

4.5.2 Completion requirements and procedures

Upon completion of required on-site works covered in the scope of work, the following shall apply and be verified by the UNDP PMU and site owner prior to the Contractor formally vacating the site:

- All equipment used for the works must be removed after completion of the work and cleaned according to the requirements set in these specifications;
- Infrastructure provided (fencing, access, de-contamination unit, zoning, dust curtains etc.) will be left in good condition suitable for future use including cleaning where applicable in accordance with these specifications;
- Materials stored inside the warehouses will be left to the warehouse owners after finalization of the works

- except for: i) materials brought to the warehouse by the Contractor that the UNDP PMU and site owner requests the Contractor to remove from the premises; and ii) rented or leased materials or equipment
- Materials and equipment used for the works and stored inside the warehouse should be cleaned according to the requirements of these specification.
- Contractor may leave equipment and materials used for the work at the site subject to approval of the UNDP PMU and site owner and completion of cleaning requirements set out in these specifications.
- Utility connections used for the works and provided by the Contractor should be removed or disconnected after completion of the work according to the UNDP PMU and site owner's requirements
- Waste generated during completion of on-site works must be removed and processed according to their classification as to environmental impact (POPs impacted wastes or non-POP impacted wastes)

4.6 Transportation and off-site storage/staging of POPs waste after removal from the Merkim site

4.6.1 General transportation requirements and responsibilities

The Contractor shall be responsible for transportation of POPs waste from the Merkim site to the designated destruction facilities meeting the requirements set out in this specification, inclusive of any intermediate off-site site staging or storage the Contractor elects to use.

Recognizing the potential constraints associated with access to the site from public roads, the Contractor will coordinate the entry and exit of its vehicles at the site with the site owner, enterprises within the Organized Industrial Zone and site neighbors with such agreements being documented in a Traffic Control Plan (TCP) included in the agreed EWP, as well as interface with any other local impacted stakeholders and authorities.

For purposes of transportation by road or marine transport, the subject cargos are to be considered hazardous wastes and treated as hazardous cargos. As such transportation shall comply with the requirements set out in the national legislation of originating, transit and destination countries, and where international transportation is involved the requirements, as applicable, of the ADR, IMDG Code and Basel Convention shall apply.

The Contractor shall be responsible for selecting the most appropriate option in terms of transport mode (road and/or marine) and routing both within Turkey and as may apply for trans-border transportation of the POPs waste from origin to destination (point of treatment/destruction/disposal). This selection will be based on documented criteria considering, such factors as risk, safety, receipt of authorizations for transportation, transportation timeline, and financial considerations. The proposed routing will be stated in the Proposer's technical proposal. The final route for transportation and any changes that are introduced during the work shall be identified by the Contractor including its justification relative to alternatives in the EWP Plan and be subject to approval of the UNDP PMU.

The Contractor shall be responsible for ensuring that the necessary cargo insurance is in effect during transportation, which shall include environmental liabilities for the transport of the POPs waste and for providing supporting documentation on such insurance coverage to the UNDP PMU, and, as they may request, to regulatory authorities having jurisdiction.

With this overall responsibility, the Contractors responsibilities include: i) providing a sufficient number of cargo vehicles of sufficient capacity ratings for domestic and international carriage of the agreed quantities of POPs waste loading and at the rate of removal set out in schedules and status reports and/or agreed with the UNDP PMU; and ii) meeting national and international vehicle standards vehicle inclusive of: i) placarding with UN dangerous good symbols consistent with national and international standards; communications capability; emergency response capability and driver training and qualifications.

Where unloading and interim storage of shipping containers or palletized primary packaging containers as agreed for logistics purposes (i.e. staging marine shipping lots, licensed interim storage/staging facilities), the Contractor

has sole responsibility for selecting such an option and the locations involved, as well as assumption of any and all liabilities associated with the use and abandonment of such locations. This responsibility includes compliance with applicable licensing and other regulatory requirements of the competent authority having jurisdiction as applied to such handling and storage operations. Additionally, such operations shall be subject to applicable technical, environmental and health/safety requirements of this specification including as may be drawn from the relevant documentation provided in the agreed/approved EWP as well as being consistent with national and international requirements respecting environmentally sound practice and prevailing industrial and labor health and safety regulatory requirements.

Initial execution of the manifest/waybill (4 copies minimum) and defined as the primary tracking document shall be the joint responsibility of the UNDP PMU's authorized representative and Contractor with the originating document prepared by the Contractor. Additionally, this should be accompanied by a routing sheet and emergency card covering load specific emergency response procedures consistent with national and international regulations. The routing sheet may also be signed by a designated person (the customs applicant, the shipping agent); a carrier company or its designated representative (the customs applicant) who shall be responsible for its execution. Copies of this documentation shall accompany shipping container and/or truck load as it is transported by road vehicle and ship (as applicable) as well as be held at any off-site staging or interim storage sites enroute to the final destinations(s)

The Contractor shall obtain all the required authorizations, licenses and clearances as far as the means of transport and the selected transportation route are concerned. This shall include all Basel notifications in Turkey, transit countries, receiving country(ies), and, as may be applicable, the European Commission. The status of such authorization shall be reported weekly to the UNDP PMU with an explanation of any unanticipated delays or issues.

4.6.2 Environmental and safety measures during transport

The Contractor shall assume full responsibility for and ensure public safety and environmental protection during the removal and transport the POPs waste including but not limited to adherence to the measures and actions below.

The Contractor will adhere to all applicable practices and procedures defined in the agreed/approved EWP consistent with national and international requirements respecting environmentally sound practice, and prevailing industrial and labor safety regulatory requirements as well as provisions set out in the ADT, IMDG Code and the applicable Basel Convention and its guidance documents. Specific actions required shall include: i) effective coordination and communication with the UNDP PMU and competent authorities having jurisdiction; ii) ensuring safe performance and monitoring of the work including use of personal protection equipment, medical check-ups and training of the workers, use of mechanical tools and materials in good working order, and provision for spill containment and cleanup equipment and procedures for spill and emergency response.

As part of the above, the Contractor shall establish a Hazard Warning System to ensure warning about the hazards associated with the transported POPs waste that incorporates the following elements: i) availability to responsible parties and emergency responders of the load specific manifest/bill of lading forms that provide a detailed inventory of POPs waste being transported; ii) provision of information plates/placards inclusive of hazard identification numbers on vehicles and shipping containers, along with information for decoding the identification number in terms of hazard involved; and iii) preparation and availability of an "emergency card" with the vehicle and shipping container to identify measures for responding to accidents or incidents and their impacts.

In case of an accident during transport of POPs wastes as hazardous cargo, the Contractor is responsible for impact mitigation measures that shall be implemented in accordance with the instructions listed in the emergency card which shall be an integral part of the enclosed documents as well as in accordance with the

procedures intended to minimize the risks of accidents and incidents. Such procedures will be fully described and set out in the agreed EWP inclusive but not limited to: i) procedures for reporting incidents and accidents; ii) availability and application of emergency response equipment (including communication equipment) carried on a vehicle and available enroute; iii) training and qualification requirements of vehicle operators; and iv) other resources available to be called upon for emergency response.

The instructions on the measures for responding to and addressing the impacts of accidents/incidents as covered on the emergency card and its supporting documentation will contain: i) a sequence of the measures to be undertaken by the personnel involved; ii) a list of emergency team members and qualifications; iii) a list of the required assets, tools, materials, personal protection equipment, fire extinguishers and their storage places; iv) an operational section of the plan on the responding to and addressing the impacts of accidents and incidents; v) a list of enterprises and officials to be immediately notified about an accident or an incident; vi) a warning scheme; and vii) a list of POPs waste as hazardous cargo transported by each vehicle (manifest/bill of lading) including material safety data sheets (MSDS).

4.6.3 Off-site Storage/Staging

The Contractor is free to arrange for intermediate storage or staging of POPs waste to facilitate expeditious removal from the Merkim site, utilization of multiple modes of transport, and/or flexibility in scheduling destruction, all subject to compliance of regulations and licensing requirements of the jurisdiction having authority, documentation related to it being included in the EWP, and the prior approval of the UNDP PMU. The Contractor is solely responsible for making such arrangements and compliance with applicable regulatory requirements, subject to reporting of such actions to the UNDP PMU as part of the above prior approval process and operational tracking and status reporting procedures. If such intermediate storage arrangements are made in Turkey, the Contractor should be aware that such a location will have to be licensed as a hazardous waste storage facility having authority to receive and store POPs waste.

4.7 Treatment/destruction/disposal of POPs waste

4.7.1 Qualification requirements for treatment, destruction and disposal facilities

POPs wastes described herein and accepted by the Contractor shall be managed at a qualified and licensed hazardous waste management facility or facilities, such qualifications including those specified below.

- The facilities utilized for treatment, destruction and disposal shall meet the applicable national and local regulations and licensing requirements of the jurisdiction in which they are located, with such regulations being consistent with international reference standards as identified herein
- The facilities utilized for treatment, destruction and disposal shall have in place descriptions of procedures and standards applicable to the destruction and disposal operations covered herein including but not limited to: i) reception and verification analysis of waste upon arrival at the facility; ii) handling and on-site storage/staging prior to destruction and disposal including tracking and inventory control procedures; iii) controls on operating conditions and performance applied during destruction including any continuous emission monitoring and ability to correlate with specific waste batches that would include wastes handled under this disposal contract; iv) reusable container decontamination procedures if applicable; v) waste destruction residue handling, transport, storage and disposal; vi) environmental monitoring procedures applied to land, water and air; vii) policies, procedures and example activities related to public consultation and disclosure regarding the operation of facilities; viii) work place health and safety procedures and practices; and ix) emergency response procedures and practices
- The technologies and techniques applicable to treatment/destruction/disposal of POPs pesticides and, as applicable POPs impacted waste, as applied in this work at the designated facilities used shall have been demonstrated by means of past performance testing to provide the specified technical and environmental

performance applicable to the environmentally sound destruction and irreversible transformation of POPs wastes as well as the reuse of recyclable materials as may be applicable, and disposal of treatment and destruction residuals. Documentation supporting such performance demonstration, particularly in relation to destruction and unintended POPs release shall be submitted as part of the Contractor's original technical proposal for purposes of assessing such qualifications.

In addition, the Contractor shall submit documentation covering the following as part of their technical proposal, such information being subject to validation during proposal evaluation and subsequent implementation of contracted work:

- Applicable permits, licenses and certifications to undertake the proposed treatment/destruction and disposal activities in the national and local jurisdictions in which it is undertaken, including a listing and description of the regulatory control measures (legislation, regulation and enforcement/inspections) applied by the competent authorities, and a record of compliance/non-compliance from these authorities;
- Procedures for reception and verification analysis of waste upon arrival at the facility;
- Handling and on-site storage/staging prior to destruction and disposal including tracking and inventory control procedures;
- Controls on operating conditions and performance applied during destruction including any continuous emission monitoring and ability to correlate with specific waste batches that would include wastes handled under this disposal contract;
- Reusable container decontamination procedures if applicable;
- Waste destruction residue handling, transport, storage and disposal practices;
- Environmental monitoring procedures applied to land, water and air;
- Work place health and safety procedures and practices;
- Emergency response procedures and practices;
- Record of environmental impact assessment undertaken during the development, and subsequent operation of proposed destruction and disposal facilities; and
- Public consultation, information and disclosure practices

4.7.2 Technical and environmental performance requirements for treatment, destruction and disposal

In general the operational as well as technical and environmental performance provisions, procedures and environmental protection/safeguards measures applicable treatment, destruction and disposal facilities shall meet the applicable requirements set out in recognized international standards such as i) the relevant European Commission directives including the Incineration Directive¹⁸ and Landfill Directive¹⁹ or other internationally accepted equivalent standard: ii) EC IPPC (BREF) Reference Document for Best Available Techniques Guidance on Incineration²⁰; iii) Basel Convention technical guidelines adopted by the Stockholm Convention for the environmentally sound management of consisting of, containing or contaminated with persistent organic pollutants (POPs)²¹; and iv) Selection of Persistent Organic Pollutant Disposal Technology for GEF Projects²²

The primary specific technical performance requirements applicable to the technologies employed for the destruction of POPs waste are as follows:

- Destruction Removal Efficiency (DRE) applied to halogenated containing compounds and wastes of not less than 99.9999%.

¹⁸ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2000:332:0091:0111:EN:PDF>

¹⁹ <http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=celex:31999L0031>

²⁰ http://eippcb.jrc.ec.europa.eu/reference/BREF/wi_bref_0806.pdf

²¹ <http://www.basel.int/Implementation/Publications/TechnicalGuidelines/tabid/2362/Default.aspx>

²² <http://www.thegef.org/publications/selection-persistent-organic-pollutant-disposal-technology-gef>

- Destruction Efficiency (DE) applied to halogenated containing compound inclusive of unintended POPs production and release to water, air and land of not less than 99.99%.

The primary environmental performance of technologies employed in the employed for the treatment/destruction/disposal of POPs wastes in terms of releases are as follows:

- Unintended releases to air of PCDD/PCDF is less than 0.1 ng TEQ/Nm³.
- Aqueous discharge releases of PCDD/F is less than <0.3 ng TEQ/l
- POPs content in solid waste residues is less than the Stockholm Convention low POPs content (50 mg/kg for PCBs/POPs pesticides)

4.7.3 Receiving procedures at destination facilities

The Contractor will implement procedures applicable to receiving, analysis and handling of POPs waste at the designated facility(ies) as set out in the agreed EWP. This will include inspection of and reporting on the conditions of the loads upon arrival, and weighting of vehicles and shipping containers upon arrival and after removal of the POPs wastes. The weighting procedures by certified equipment will determine the net weight of POPs waste being covered commercially under the contract and be reconciled with the weight of material shipped from the Merkim site. The receiving process shall be covered by duly certified receiving and acceptance documentation recording weights and unique identification numbering by primary container and shipping container. Reported weights of POPs waste received will be net of any strapping or support material associated with its transport but inclusive of the primary container where such containers are being destroyed as POPs waste. Otherwise the reported weight will also be net of the primary container weight.

4.7.4 Internal tracking within facilities through to final disposition

The routing of the received POPs waste shall be documented within the facility in accordance with the tracking procedures set out in the EWP. This will cover all stages of processing including interim storage at the facility, processing in the designated qualified destruction unit, and disposition of processing residuals.

4.7.5 Final documentation and certification requirements (Conditions of Payment)

The final documentation and certification requirements assembled under the heading of "Treatment, Destruction and Disposal Report" will consist of the following:

- Itemized inventory of POPs wastes received by unique packaging designation, and truck load.
- Tracking record by truck load to each treatment/ destruction/disposal facility
- Record of reception and verification analysis as applicable
- Documented tracking record within the facility prior to destruction by packaging unit/designation on site through storage and placement in the destruction facility
- Operational and environmental data applicable to destruction activities
- Inspection verification documentation of destruction by independent authorities as applicable
- Details on the final disposal of residues associated with processing of POPs wastes including the disposition of any recovered materials
- A formal Certificate of Treatment, Destruction and Disposal applicable to all POPs wastes received and accepted at the treatment/destruction/disposal facilities, issued by the Contractor and signed by a corporately authorized party
- Details of any events, issues and/or regulatory compliance matters arising during or as a result of the work.

4.8 Documentation Requirements for Payment

4.8.1 Payment for Originating Site Removal and Transportation Services

Payment for the Contractor's services up to the point of complete removal of POPs waste stockpiles and turn over the cleaned warehouse and site to its owner will be made upon completion of these services during an agreed period (assumed to be no less than monthly) and receipt of the following documents: (i) detailed inventory of POPs waste packaged in uniquely identified primary containers and shipping containers (as applicable) which have been shipped by a specific vehicle from the Merkim site, and matched with corresponding transfer of custody documentation in the form of the manifest/bill of lading documents signed by the Contractor's designated on-site authority; (ii) report on the routing and schedule of transport (inclusive of any off-site intermediate storage); (iii) as applicable export documentation issued by the competent authority in Turkey in accordance with Basel Convention procedures and associated customs declaration for export; iv) as applicable regulatory clearance and customs declaration documentation from the receiving country and any transit countries; v) tracking records applicable to the transport from original source to final destination; and (vi) and documentation demonstrating delivery and acceptance in good order at the approved treatment/destruction facility(ies) designated in the contract, such documentation duly signed and certified by the authorized receiving party. In addition to the above documentation, the final payment for originating site removal and transportation will also include acceptance documentation respecting the condition of the site upon leaving. Such documentation shall be approved by the UNDP PMU and accompanied by an invoice signed by the Contractor's authorized representative. UNDP Turkey will make payment upon the approval of the invoice and acceptance of the documentation

4.8.2 Payment for destruction and disposal of POPs Wastes

Payment for waste disposal work will be made upon completion of the treatment, destruction and disposal of all POPs waste accepted by and received by the Contractor or designated sub-contractor at the designated facilities under the contract and on the basis of an accepted Treatment, Disposal and Destruction Report (per requirements in Section 4.8.5 above). Requests for such payments may be made no less than monthly for wastes received and destroyed in specific periods and supported by the applicable Treatment, Disposal and Destruction Report. This will be issued by the Contractor and, if a different corporate entity, additionally by the respective sub-contracted treatment/disposal facility, signed and legally certified by an authorized corporate signing authority representing Contractor.

5. Deliverables and Reporting

The following lists the primary deliverables and reports required for submission along with timelines to be met in unless otherwise agreed with the UNDP PMU.

Deliverable	Target Time/Frequency	Expected Date of Delivery
Submission of the detailed and updated Execution Work Plan (Section 3)	Within 30 days of contract signature	December 2018
On-site operational reporting ²³	From start of operations	April 2020 (Last Report)
i) Risk register	Weekly in case of changes	N/A
ii) Incident/near miss reporting	Upon occurrence	N/A
iii) HSE performance reports	Weekly	April 2020 (Last Report)
iv) Activity/event log book	Weekly	April 2020 (Last

²³ See Tauw Task 4b Report Section 7.3 for guidance respecting these specific requirements (R011-1239389GMC-nij-V03-NL/ R0011-1239389GMC-nij-V03 TR)

		Report)
Project activity status reports	Weekly throughout the assignment	April 2020 (Last Report)
Confirmation and submission of supporting documentation for the acquisition of all required national and international regulatory and transportation approvals including where applicable export, transit and import authorizations by authorities having jurisdiction per Basel Convention requirements. (Section 4.2)	Within 60 days of contract signature or such date that may be agreed based on processing times in by competent authorities having jurisdictions	January 2019
Confirmation from UNDP and submission of supporting documentation covering acceptance for removal and transport from the Merkim site to either national facilities or an export port staging location. (Sections 4.2 and 4.3).	On a monthly basis starting within 30 days of initiating the on-site work and extending until completion of on-site work	August 2019
Waste Tracking Reports	Weekly from first shipment of on demand as required	N/A
Confirmation and submission of supporting documentation related to the receipt of shipments at designated treatment/destruction/disposal facilities (Section 4.4)*	As shipments are received on a weekly basis beginning within 30 days of initial export for international transit and continuing until final export is complete, or within 5 days where national destruction/disposal facilities are involved, both continuing until all shipped POPs waste are received at the designated destruction disposal facilities.	November 2019
Completion of all treatment/destruction/disposal requirement including the submission of the Treatment, Disposal and Destruction Report (Section 4.4)	Within 120 days of receipt of the last shipment or such time as may be agreed with UNDP.	May 2020
Submission of Final Report		May 2020

* UNDP may conduct a spot visit with an inspection committee to observe the shipped waste at designated treatment/destruction/disposal facilities after the submission of supporting documentation related to the receipt of shipments at designated treatment/destruction/disposal facilities at any time.

6.0 Assignment Staffing Requirements

6.1 Key Staffing and Required Qualifications

The following summarizes the Contractor's key staffing expertise and the required qualifications to be collectively be provided through the following positions and supported by CV's submitted as part of the Contractor's technical proposal:

Overall Project Manager: This position will be the Contractor's lead staff member assigned directly to the project with corporate level authority and who will provide direct operational direction and assume overall responsibility for its supervision and relevant corporate level decision making for the whole assignment. The minimum qualifications required for this position are as follows:

General Experience

- Education/Equivalent Experience
University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences) or equivalent industrial experience and relevant training
- Knowledge of English language (with knowledge of Turkish an asset)
Good knowledge

Professional Experience

- Direct operational experience in the management of hazardous waste including POPs waste.
At least 10 years

Specific Experience

- Senior supervisory operational experience in the management of hazardous waste including POPs waste.
At least 5 years
- Undertaking a similar POPs stockpile assignment involving and specifically involving on-site POPs pesticide stockpile packaging, removal, transport and destruction/disposal.
At least one such project in the past three years
- Undertaking similar international POPs disposal assignment that generally involved the above scope, including demonstrated successful management of export, transit and import procedures under the Basel Convention if applicable for the proposal submitted
At least one such project in the past three years

National Project Operational Coordinator: This position will have overall operational responsibility for all activities undertaken in Turkey associated with all on-site operations as well as overall supervision of removal and transportation activities up to the point of export and/or delivery to a qualified national treatment/destruction/disposal facility, as applicable. The position will have the authority of the Contractor's representative for purposes of day to day interface and coordination with authorized representatives of Merkim and national and local regulatory authorities having jurisdiction. Additionally, the position will be responsible for supervision of national sub-contractors, including transportation and off-site staging and/or interim storage operations in Turkey as applicable. The qualifications required for this position are as follows:

General Experience

- Education/Equivalent Experience
University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences) or equivalent industrial experience and relevant training
- Knowledge of English and Turkish languages
Good knowledge of English
Good knowledge of Turkish

Professional Experience

- Direct operational experience in the management of hazardous waste including POPs wastes at an originating source and involving national transportation arrangements
At least 5 years

Specific Experience

- Undertaking similar POPs disposal assignment that generally involved the above scope, including demonstrated successful management of export, transit and import procedures under the Basel Convention where this is required.
At least one such project in the past three years

Environmental and Occupational Health and Safety Expert: This position will supervise all aspects related to environmental protection and enforcement of effective health and safety practices for all activities associated with on-site operations, removal and transportation in Turkey up to the point of export and/or delivery to a qualified national treatment/destruction/disposal facility, as applicable. The position will also be responsible for ensuring and reporting on environmental performance and on compliance with health and safety

requirements at designated treatment, destruction, and disposal facilities both inside and outside Turkey as applicable. The qualifications required for this position are as follows:

General Experience

- Education/Equivalent Experience
University degree in relevant technical disciplines (i.e. chemistry, environmental sciences, industrial occupational health and safety) or equivalent industrial experience and relevant training.
- Knowledge of English and Turkish languages
Good knowledge of English
Good knowledge of Turkish

Professional Experience

- Experience in the supervision of environmental and health/safety requirements on comparable industrial waste management projects in Turkey (International experience an asset)
At least 5 years

Specific Experience

- National accreditation
Legislated health and safety expert accreditation applicable to operations covered by this assignment as required under Turkish legislation

Transport Coordinator: This position will have direct responsibility for all activities associated with transportation of the subject POPs waste after leaving the Merkim site. Within Turkey this encompasses transport and as may be applicable offsite intermediate storage/staging. Where export is involved it covers all stages of transport outside of the country through to designated facilities undertaking their destruction and/or disposal. Where national destruction and disposal facilities are involved it covers transport to these facilities. The qualifications required for this position are as follows:

General Experience

- Education/Equivalent Experience
University degree in a relevant technical discipline or equivalent industrial experience and relevant training
- Knowledge of English and Turkish languages
Good knowledge of English
Good knowledge of Turkish or an acceptable level of effective dedicated Turkish language communication support

Professional Experience

- Experience in the supervision and coordination of transportation of chemicals or hazardous waste
At least 7 years direct experience (applied to international experience if export applies)

Specific Experience

- Experience in the supervision and coordination of transportation of hazardous waste, preferably related to the management of hazardous waste including POPs waste, including where export is involved the administration of export, transit and import approvals under the Basel Convention, and the continuous tracking and reporting of such movements
At least 5 years direct experience

Treatment/Destruction/Disposal Coordinator: This position will have supervisory responsibility for all activities associated with the implementation of treatment, destruction and/or disposal activities at all such designated facilities both inside and outside Turkey as applicable. The qualifications required for this position are as follows:

General Experience

- Education/Equivalent Experience
University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences) or equivalent industrial experience and relevant training
- Knowledge of English language
Good knowledge

Professional Experience

- Experience in the operation of licensed waste treatment, destruction and disposal facilities
At least 7 years direct operational experience

Specific Experience

- Experience in the operation of licensed hazardous waste treatment, destruction and disposal facilities including those used for the destruction/disposal of POPs wastes.
At least 5 years direct operational experience

8.2 Turkish legislative requirements respecting staffing of hazardous waste operations

Contractor is expected to arrange his/her technical staff according to Turkish legislative requirements related to access to and use of qualified/accredited expertise including among others in the area of; environmental management, occupational health and safety, medical supervision, and dangerous goods management. The Contractor has to follow all local regulation including the area of human resources (social security, necessary insurance issuances), permits and other relevant fields, etc. The Turkish regulatory requirements the contractor has to take into account includes but is not limited to the following:

- The requirements for staff presence, qualification and accreditations set forth on By-law on dangerous goods by road (O.J. 24.10.2013-28801) and Communique on Dangerous Goods Security Consultancy (dated O.J.22.05.2014-29007)
- The requirements for staff presence, qualifications and accreditations in accordance with by-law on " Occupational Health and Safety In Construction Works (05.10.2013-28786)
- The requirements for staff presence, qualifications and accreditations set forth in the Law on Business Health and Safety No:6331
- Environmental monitoring and management activities should be executed by a certified party in accordance with the requirements set forth in the Environmental Law and related regulation

Contractor shall include in his/her technical proposal a section on how he/she intends to cover these obligations in a manner consistent with normal industrial practice in Turkey and how he/she intends to demonstrate that the responsible regulatory authorities are satisfied with the provision of the required expertise during implementation.

Section 6: Returnable Proposal Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Proposal Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the Instruction to Proposers Item 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Proposal Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Proposer Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

Form A: Technical Proposal Submission Form

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Proposers Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Proposal documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Proposal Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Proposer] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Proposer]

Form B: Proposer Information Form

Legal name of Proposer	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Proposer's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Proposer is submitting a Proposal in behalf of an entity located outside the country ▪ Power of Attorney

- Environmental Management Certifications such as ISO 14001, etc.
- Letter of Intent for Sub-contracting indicating the names of companies which could be selected as a sub-contractor by the Contractor.

Form C: Joint Venture/Consortium/Association Information Form

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Qualification Form

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

☐ Contract non-performance did not occur for the last 3 years (2015, 2016 and 2017)

☐ Contract(s) not performed for the last 3 years (2015, 2016 and 2017)

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years (2015, 2016 and 2017)

☐ Litigation History as indicated below

Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 5 years (2013, 2014, 2015, 2016 and 2017).

List only those assignments for which the Proposer was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Proposer's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Proposer, or that of the Proposer's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Proposer should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Proposers may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years (2015, 2016 and 2017)	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years (2015, 2016 and 2017)		
	Year 1 (2015)	Year 2 (2016)	Year 3 (2017)
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		

Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Proposer or party to a JV, and not sister or parent companies;
 - b) Historic financial statements must be audited by a certified public accountant;
 - c) Historic financial statements must correspond to accounting periods already completed and audited.
- No statements for partial periods shall be accepted.

Form E: Format of Technical Proposal

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Proposer's proposal should be organized to follow this format of Technical Proposal. Where the Proposer is presented with a requirement or asked to use a specific approach, the Proposer must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Proposer's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Proposer will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Proposer's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> <ul style="list-style-type: none">▪ Name of institution: [Insert]▪ Date of certification: [Insert]
Employment Record/Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Proposal Data Sheet.

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

Name: _____
Title: _____
Date: _____
Signature: _____

[Stamp with official stamp of the Proposer]

Form G: Financial Proposal Form

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Proposer is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Proposers. Any Financial information provided in the Technical Proposal shall lead to Proposer's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Proposer's Technical Proposal.

Currency of the proposal: USD

Preparation of Financial Proposal:

- The Proposers shall fill out, sign and stamp the 'Price Schedules' as per RFP.
- The proposers shall learn from all relevant authorities in Turkey and countries of transit/destination, the legislation, laws and regulations that will affect timely and successful performance of this contract and relevant costs, including but not limited to insurance, customs, levies, etc. The proposers shall factor these expenses in their price proposals as the Contractor shall not be entitled to receive any amount other than it quoted in this tender for these expenses.
- The format shown on the following pages is a requirement for the preparation of the Financial Proposal. Any deviation from this format may result in disqualification of the Proposer.
- Table 1 will be used for financial evaluation purposes, whereas Table 2.1 and Table 2.2 shall be filled in as well, to elaborate the price breakdown submitted in Table 1.

Pricing and Payment:

- The Contractor(s) based in Turkey shall be paid in TL through conversion of the USD amount by the official UN exchange rate valid on the date of money transfer. The Contractor(s) based in another country shall be paid in USD.

Price Schedules

Table 1: Lump Sum Unit Price based on Estimated Quantity of 2,010 tonnes of POPs Waste and POPs Impacted Waste to be Identified, and Corresponding Unit Price in USD/tonne

POPs Waste	Price (USD)			Price (USD)			Price (USD)
	<i>Estimated POPs waste is 2010 tonnes inside warehouse; however, the unit number and the total price should be proposed considering POPs waste weight including the container weight calculated by the Proposer</i>			<i>Estimated POPs impacted waste (that will emerge as a result of this service) shall be provided by the Proposer; however, the unit number and the total price should be proposed considering POPs impacted waste weight including the container weight calculated by the Proposer</i>			<i>Total price proposal containing POPs waste and POPs impacted waste</i>
	Unit Price (USD/tonne)	Number of units (tonne)	Total Price (USD) (A)	Unit Price (USD/tonne)	Number of units (tonne)	Total Price (USD) (B)	Total Price (USD) (A+B)
1. Packaging- on site works							
2. Transportation							
3. Destruction							
Total							

- The estimated tonnage of the POPs waste, 2,010 tonnes, is provided by UNDP based on the Detailed Site Assessment summarized in Section 5 and the referenced study report available from the provided web site (<http://kalicikirleticiler.com/news/merkim-depo-sahasi-referans-raporlari/>). The actual weight of the concerned wastes will be identified and verified during the weighing process on site and at the gate of the destruction facility respectively. The actual weight to be determined as such will be the sole basis for calculation of total actual amount to be paid to the Contractor within the scope of the Contract. The Contractor shall provide the services with the above stated unit prices, even if the quantities stated change due to any reason. For each tranche of waste destruction, documentation to prove that the destruction is made in accordance with Section 5 of RFP shall be submitted to UNDP. In case of failure to prove destruction of subject waste, no payment will be done by UNDP even if the contractor has put efforts into it.
- The unit prices quoted shall cover all kinds of associated costs in relation to performance of contract from on-site works associated with site preparation, packaging, loading, off-site interim storage/staging, transportation, destruction and environmentally sound disposal of residuals including but not limited to labor cost, transportation from delivery point to contractor's facility, pretreatment process, insurance, temporary storage, disposal, customs expenses, etc.
- POPs Impacted Waste will be estimated by the Contractor based on the information provided in Section 5, "Terms of Reference" (Table 1: *Estimated POP-pesticides waste stockpiled in Warehouse Sections 4, 5 and 6 identified for elimination*). POPs impacted waste shall cover all types of POPs impacted waste such as Personal Protection Equipment, etc. that also has to be packaged, transported and destructed. Table 1 will be the basis of Financial Evaluation.
- The basis of the financial evaluation and payment will be as per Table 1 total price which includes POPs waste and POPs impacted waste which includes container weight, if included in destruction weight. The Proposer shall fill in Table 2.1, Table 2.2 and Table 3 for information purposes for analysis of price breakdown.

Table 2.1: Price Breakdown per tonne for POPs Waste (USD)*

The proposers shall provide the breakdown of their unit prices (they quote in Table 1) in below table and provide relevant information as requested by UNDP.

Name of Activity	Unit Price (USD/tonne)
1.Packaging/On-Site Works	
1.1 On-site works preparation activities (RFP Section 5 Sub-Section 4.2) and acquisition of required regulatory approvals including securing all export/import and transit clearances if applicable.	
1.2. Packaging, on-site handling, on-site storage/staging, loading including custody transfer and initiation of tracking documentation/reporting (RFP Section 5, Sub-sections 4.3 and 4.4)	
1.3. Cleaning of walls and floors in Warehouses 1-6	
2. Transport	
2.1. National transport - from site to either point of export or national destruction/disposal facility including tracking and off-site interim storage/staging as applicable (RFP Section 5 Sub-section 4.6)	
2.2. International transport - from site to either point of export and onward to destruction/disposal facility(ies) in another country including tracking and off-site interim storage/staging as applicable (RFP Section 5 Sub-section 4.6)	
3. Destruction - Receiving and Environmentally sound destruction/disposal of residuals inclusive of final reporting (RFP Section 5)	

Table 2.2: Price Breakdown per tonne for POPs Impacted Waste (USD)*

The proposers shall provide the breakdown of their unit prices (they quote in Table 1) in below table and provide relevant information as requested by UNDP.

1. Packaging/On-Site Works	
1.1 On-site works preparation activities (RFP Section 5 Sub-Section 4.2) and acquisition of required regulatory approvals including securing all export/import and transit clearances if applicable.	
1.2. Packaging, on-site handling, on-site storage/staging, loading including custody transfer and initiation of tracking documentation/reporting (RFP Section 5, Sub-sections 4.3 and 4.4)	
1.3. Cleaning of walls and floors in Warehouses 1-6	
2.. Transport	
2.1. National transport - from site to either point of export or national destruction/disposal facility including tracking and off-site interim storage/staging as applicable (RFP Section 5 Sub-section 4.6)	
2.2. International transport - from site to point of export and on-ward to destruction/disposal facility (ies) in another country including tracking and off-site interim storage/staging as applicable (RFP Section 5 Sub-section 4.6)	
3. Destruction - Receiving and Environmentally sound destruction/disposal of residuals inclusive of final reporting (RFP Section 5)	

*The unit prices indicated in Table 2.1 and Table 2.2 will have no effect in the financial evaluation but are required to be provided as reference information for the unit prices proposed. The total unit prices to be stated here **MUST be IN ALIGNMENT** with the unit price/tonne stated in the above Table.1.

Table 3: Price breakdown for Container Data

Waste	Primary Container Data		Unit Price for Destruction of Container and Quantity of Containers		
	Primary Container type	Estimated empty weight/unit	Unit Price (USD)	Number of Units (tonnes)	Total Price (USD)
1. POPs Waste					
2. POPs Impacted Waste					
TOTAL	N/A	N/A	N/A		

The unit prices indicated in Table 3 will have no effect in the financial evaluation but are required to be provided as reference information for the unit prices proposed. The total unit prices to be stated here **MUST be IN ALIGNMENT** with the unit price/tonne stated in the above Table.1.

Form H: Form of Proposal Security

**Proposal Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Proposer] (hereinafter called "the Proposer") has submitted a Proposal to UNDP dated [Click here to enter a date.](#) to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP's variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of proposals.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]