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Resilient nations.*

REQUEST FOR PROPOSAL

PROVISION OF SERVICES FOR THE COLLECTION/HANDLING AND TRANSPORT OF POLYCHLORINATED BIPHENYLS (PCBs) AND PERSISTENT ORGANIC POLLUTANTS (POPs) PESTICIDES IN PAKISTAN

RFP No: UNDP-RFP-2018-082

JTN: 10920

PROJECT: Comprehensive Reduction & Elimination of Persistent Organic Pollutants in Pakistan

COUNTRY: Pakistan

ISSUED ON: 3 September 2018

A handwritten signature in blue ink is located in the bottom right corner of the page.

Contents

SECTION 1. LETTER OF INVITATION.....	4
SECTION 2. INSTRUCTION TO BIDDERS	5
A. GENERAL PROVISIONS.....	5
1. Introduction.....	5
2. Fraud & Corruption, Gifts and Hospitality.....	5
3. Eligibility.....	6
4. Conflict of Interests.....	6
B. PREPARATION OF PROPOSALS.....	7
5. General Considerations.....	7
6. Cost of Preparation of Proposal.....	7
7. Language.....	7
8. Documents Comprising the Proposal.....	7
9. Documents Establishing the Eligibility and Qualifications of the Bidder	7
10. Technical Proposal Format and Content.....	7
11. Financial Proposals.....	8
12. Proposal Security.....	8
13. Currencies.....	9
14. Joint Venture, Consortium or Association	9
15. Only One Proposal.....	10
16. Proposal Validity Period.....	10
17. Extension of Proposal Validity Period.....	10
18. Clarification of Proposal.....	11
19. Amendment of Proposals.....	11
20. Alternative Proposals	11
21. Pre-Bid Conference.....	11
C. SUBMISSION AND OPENING OF PROPOSALS.....	12
22. Submission.....	12
23. Deadline for Submission of Proposals and Late Proposals.....	13
24. Withdrawal, Substitution, and Modification of Proposals	13
25. Proposal Opening	14
D. EVALUATION OF PROPOSALS	14
26. Confidentiality.....	14
27. Evaluation of Proposals.....	14
28. Preliminary Examination	14
29. Evaluation of Eligibility and Qualification.....	15
30. Evaluation of Technical and Financial Proposals	15
31. Due Diligence.....	16
32. Clarification of Proposals.....	16
33. Responsiveness of Proposal	17
34. Nonconformities, Reparable Errors and Omissions.....	17
E. AWARD OF CONTRACT.....	17
35. Right to Accept, Reject, Any or All Proposals	18
36. Award Criteria	18

37. Debriefing.....	18
38. Right to Vary Requirements at the Time of Award.....	18
39. Contract Signature.....	18
40. Contract Type and General Terms and Conditions.....	18
41. Performance Security.....	18
42. Bank Guarantee for Advanced Payment.....	18
43. Liquidated Damages.....	19
44. Payment Provisions.....	19
45. Vendor Protest.....	19
46. Other Provisions.....	19
SECTION 3. BID DATA SHEET	20
SECTION 4. EVALUATION CRITERIA.....	25
SECTION 5. TERMS OF REFERENCE.....	30
SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST	39
FORM A: TECHNICAL PROPOSAL SUBMISSION FORM.....	40
FORM B: BIDDER INFORMATION FORM	42
FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM	45
FORM D: QUALIFICATION FORM.....	47
FORM E: FORMAT OF TECHNICAL PROPOSAL.....	50
FORM F: FINANCIAL PROPOSAL SUBMISSION FORM	53
FORM G: FINANCIAL PROPOSAL FORM	54
FORM H: FORM OF PROPOSAL SECURITY.....	54

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 Bid Data Sheet (BDS):

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference

Section 6: Returnable Bidding Forms

- o Form A: Technical Proposal Submission Form
- o Form B: Bidder 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: Proposal Security Form

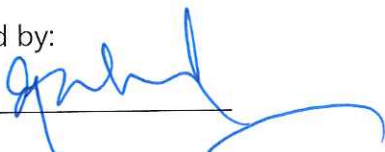
Section 7: Form for Performance Security

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 **18th September 2018 (12:30 PM Pakistan Standard Time) OR 3:30 AM EDT** set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to pakistan.procurement.info@undp.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the **"Accept Invitation"** function **on or before Friday, 14th September 2018 [12:30 PM Pakistan Standard Time OR 3:30 AM EDT]** in e-Tendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person identified in the attached Bid 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: Zeeshan Zahid
Title: Procurement Manager
Date: **September 3, 2018**

Approved by:



Name: Vitalie Muntean
Title: Deputy Country Director (O)
Date: **September 3, 2018**

Section 2. Instruction to Bidders

GENERAL PROVISIONS

Introduction

- 1.1 Bidders 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>
- 1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.
- 1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.

Fraud & Corruption, Gifts and Hospitality

- 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 bidders/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
- 2.2 Bidders/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.
- 2.3 In pursuance of this policy, UNDP
 - (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;

	<p>(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 Bidders 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 Bidder'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 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, 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, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders 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 bidding entity 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

	<p>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</p> <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p>
4.4	<p>The eligibility of Bidders 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 Bidders may result in the eventual rejection of the Proposal.</p>

REPARATION OF PROPOSALS

General Considerations	<p>5.1 In preparing the Proposal, the Bidder 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 Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
Cost of Preparation of Proposal	<p>6.1 The Bidder 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>
Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> c) Documents Establishing the Eligibility and Qualifications of the Bidder; d) Technical Proposal; e) Financial Proposal; f) Proposal Security, if required by BDS; g) Any attachments and/or appendices to the Proposal.
Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder 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 Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
Technical	<p>10.1 The Bidder is required to submit a Technical Proposal using the</p>

Proposal Format and Content	<p>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 Bidder 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 Bid as specified in the BDS.</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 BDS, shall be provided in the amount and form indicated in the BDS. 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 BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</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> <ol style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails: <ol style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or

	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 Bidder.
. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> 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 b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder 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> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and

	<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> <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.</p>
15. Only One Proposal	<p>15.1 The Bidder (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 Bidders 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 Bidder 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 Bidder; or f) some key personnel proposed to be in the team of one Bidder 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 BDS, 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 Bidder 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	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be</p>

<p>dd</p>	<p>made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
<p>18. Clarification of Proposal</p>	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. 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 BDS.</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>
<p>19. Amendment of Proposals</p>	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
<p>20. Alternative Proposals</p>	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder 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 Bidder 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>
<p>1. Pre-Bid Conference</p>	<p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and</p>

	shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.
SUBMISSION AND OPENING OF PROPOSALS	
22.Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder 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 BDS shall be governed as follows:</p> <p>g) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>h) 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 Bidder. The outer envelopes shall:</p> <p>i. Bear the name and address of the bidder;</p> <p>ii. Be addressed to UNDP as specified in the BDS</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 BDS.</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>
Email Submission	<p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p>

**e-Tendering
submission**

	<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 BDS; 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 BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders 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 BDS, 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 BDS; 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 bidders 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. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/
3. Deadline for Submission of Proposals and Late Proposals	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid 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>
4. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed</p>

	<p>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 Bidder 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 Bidder 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 Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid 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, bidders will receive an automatic notification once their proposal is opened.</p>

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 Bidders 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 Bidder or anyone on behalf of the Bidder 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 Bidder 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> <ul style="list-style-type: none"> i) Preliminary Examination j) Minimum Eligibility and Qualification (if pre-qualification is not done) k) Evaluation of Technical Proposals l) Evaluation of Financial Proposals
28. Preliminary	<p>28.1 UNDP shall examine the Proposals to determine whether they are</p>

amination	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.
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder 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 Bidder; 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 BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders 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 Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated</p>



in the BDS, 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 Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.

- 30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

31. Due Diligence

- 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 Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:

- a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;
- 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 Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
- 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 Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;
- f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

32. Clarification of Proposals

- 32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.
- 32.2 UNDP's request for clarification and the response shall be in writing

	<p>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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 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; 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 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>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
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 Bidder(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 Bidder based on the award criteria indicated in the BDS.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder'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 Bidder 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 Bidder 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 BDS, 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 BDS, shall be provided in the amount specified in BDS 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 Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS,

	<p>and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder 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</p>
43. Liquidated Damages	<p>43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.</p>
44. Payment Provisions	<p>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.</p>
45. Vendor Protest	<p>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 Bidder 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</p>
46. Other Provisions	<p>46.1 In the event that the Bidder 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. Bid 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 Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS 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 bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>Time: 1100 hrs. Day: Tuesday, September 11, 2018 Venue: UNDP Country Office, 6th Floor, Serena Business Complex, Khayaban-e-Suharwardy, G-5, Islamabad.</p> <p>Interested parties who wish to attend the pre-proposal conference are kindly requested to send the name, NIC number and company name to Ali Saeed at ali.saeed@undp.org by and before 1200 hours PST 10th September 2018, in order to obtain necessary security clearance.</p>
5	10	Proposal Validity Period	90 days
6	14	Bid Security	<p>Required PKR 500,000/- or USD 4,062/-</p> <p>The Original proposal Security should be sent to UNDP Office through courier at the following address on or before Tuesday 18th Sept 2018, at 12:30 pm and a scanned copy should be submitted through the e-Tendering system.</p> <p>UNDP-RFP-2018-082 UNDP Registry, Quotation/Bids/Proposals United Nations Development Programme Serena Business Complex, 2nd Floor, Khayaban e Suharwardy,</p>

		for clarifications/ questions	
12	31	Contact Details for submitting clarifications/question s	Focal Person in UNDP: Ali Saeed - Procurement Officer Address: UNDP Country Office, 4th Floor, Serena Business Complex, Pakistan. E-mail address: pakistan.procurement.info@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarification s to queries	Direct communication to prospective Proposers by email and Posting on the following websites http://www.pk.undp.org/content/pakistan/en/home/operations/procurement0/ and https://etendering.partneragencies.org Please keep visiting the above websites till the closing date for additional information and updates.
14	23	Deadline for Submission	Tuesday 18 September 2018 (12:30 PM Pakistan Standard Time OR 3:30 AM EDT). PLEASE NOTE: - 1. Date and time visible on the main screen of event (on e- tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue in submitting your bid at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Online bidding in E-tendering module.

			<p>Islamabad, Pakistan Tel: 051-8355600 Fax: 051-2600254-5</p> <p>Acceptable forms of Bid Security: <input checked="" type="checkbox"/> Form of Proposal Security (See Section 6, FORM - H for template) <input checked="" type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check In the name of Resident Representative, UNDP Pakistan</p> <p>Validity of Bid Security: 120 days from the last day of Proposal submission.</p> <p>Proposal security of unsuccessful bidders shall be returned</p>
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of value of Contract per day of delay: 0.33% Max. number of days of delay one calendar month, thereafter UNDP may exercise its right to terminate the Contract.</p>
9	40	Performance Security	<p>Required</p> <p>Amount: 10% of contract amount</p> <p>Form: Only Performance security in accordance with template provided in Section 7 of the RFP.</p> <p>Performance Security must be in the name of UNDP Resident Representative and valid for a period of 6 Months from the days of signing of contract.</p> <p>Note: Performance Security for less than 6 months will not be acceptable.</p>
10	18	Currency of Proposal	<p><input checked="" type="checkbox"/> United States Dollars (US\$) <input checked="" type="checkbox"/> Local Currency i.e PAK Rupees</p> <p>In case of US\$, the UN Rate of Exchange of respective month shall apply when proposal submission period closes. The Local vendor will be paid in PKR.</p>
11	31	Deadline for submitting requests	Five (05) days before the submission date.



15	22	Proposal Submission Address	<p>To be submitted in e-Tendering system:</p> <p>https://etendering.partneragencies.org</p> <p>Note: Detailed instructions on how to register, submit, modify or cancel a bid in the eTendering system are provided in the e-Tendering system Bidder User Guide and Instructional videos available on this link:</p> <p>http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
16	22	Electronic submission (e-Tendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for financial proposal submission form (Form – F) and financial proposal (Form – G) <u>must</u> not be provided to UNDP until requested by UNDP (see note below) <p>Note:</p> <ul style="list-style-type: none"> ▪ The Proposer is required to prepare and submit the Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G) in a password protected PDF file separate from the rest of the proposal submission as indicated in the Instructions to Proposers. ▪ Password for the Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G) must not be provided to UNDP until it is formally requested by UNDP focal point indicated below: ali.saeed@undp.org
17	27 36	Evaluation Method for the Award of Contract	<p>Lowest Financial Offer among Technically Responsive and Qualified Proposals</p> <p>Where the minimum passing score of technical proposal is 70%.</p>
18		Expected date for commencement of Contract	<i>October 10, 2018</i>
19		Maximum expected duration of contract	4-6 Months

20	35	UNDP will award the contract to:	<p>One Proposer Only</p> <p>Note: Contract will be awarded to the proposer who have quoted the lowest price (Among Technically Responsive and Qualified Proposals) against the final destination (out of the three destinations for which the proposers are required to quote). Final destination will be determined when the company for Storage and Disposal is finalized for which parallel procurement process has been initiated.</p>
21	39	Type of Contract	<p>Purchase Order and Contract for Goods and Services for UNDP</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
22	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
23		Other Information Related to the RFP	<p>Technical and Financial proposals should be submitted in separate PDF files and financial proposal must be password protected.</p> <p>Note:</p> <p>While entering financial proposal in the e-tendering system, always mention your bid price as PKR 1. Please do not mention the value of your financial proposal in the e-tendering system. It should only be mentioned in the Password Protected File/Attachment of Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G). The proposals of those organizations who would reveal their financial proposal value in the e-tendering system will be considered as disqualified.</p>

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 as provided in Form B
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid 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: Bidder 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 RFP clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with RFP 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.	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

Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum of three (03) years of professional experience in undertaking similar projects;	Form D: Qualification Form
	Minimum 2 contracts of similar nature and complexity implemented over the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of PKR 30 million (\$ 250,000) /- for the last 2 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder 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

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm/Organization submitting Proposal	30%	210
2.	Proposed Methodology, Approach, activities and Implementation Plan	40%	280
3.	Management Structure and Key Personal	30%	210
Total	100%		700

Technical Proposal Evaluation-Form 1		Maximum Points obtainable
Expertise of Firm/Organization		
1.1	Reputation of Organization and Staff (Competence / Reliability)	30

has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

1.2	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)		20
1.3	Financial Stability: Financial stability (Last two years Audited Account (2013-14 & 2014-2015) Quick Ratio should be more than 1. (20 marks for each Year).		40
1.4	Quality assurance procedures, warranty		10
1.5	Company experience in POPs Management issues related with International agencies (UN or similar) or Local (Private or Public) projects (with indication about project information - name of the project, export country, amount of waste, kind of waste and etc.)		50
	Less than 3 Projects	30	
	More than 3 Projects	50	
EXPERIENCE WITH PCB / HAZARDOUS WASTE			
1.6	Company experience in handling and transportation of POPs, wastes (with indication about the amount of waste, type and location)		60
	Less than 5 years of relevant experience with POPs and other hazardous waste	15	
	From 5 to 10 years of relevant experience with POPs and other hazardous waste	30	
	More than 10 years of relevant experience with POPs and other hazardous waste	60	
Total 1			210

Technical Proposal Evaluation- Form 2		Maximum Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the bidder understand the task?	30
2.2	Is the scope of work well defined and does it correspond to the TOR?	30
2.3	General work plan and schedule implementable and meets the requirements under Terms of Reference	20
2.4	General management and administrative arrangements appropriate to guarantee sufficient and timely input of key personnel	10
2.5	Management and administrative arrangements indicating clearly the roles and responsibilities between main Offeror and possible subcontractors at all relevant stages (if applicable)	10
2.6	Work plan and route for transportation: including obtaining of all required permits for POPs transportation and outlining clearly the route of transport	20
Methodology		
Handling and packaging of POPs wastes		
2.7	Proposed preparation works and safety precautions	30
2.8	Details of training procedures for POPs training, labeling and packaging operations	20
2.9	Proposed handling and packaging, describing types of packaging for each kind of wastes	30
2.10	Packaging, labeling and loading process	20
TRANSPORT (Waste dispatch and approach)		
2.11	Means of transport including safety considerations	20
Certification		
2.12	Extent and appropriateness of quality control and systems including health and safety	20
SAFETY MEASURES (Manual, risk assessment, etc.)		
2.13	Description and documentation of proposed safety measures	10
2.14	Appropriate risk analysis	10
Total 2		280

TECHNICAL PROPOSAL: FORM 3**Management Structure and Key Personnel****PROJECT MANAGER - Experience with hazardous waste management projects**

3.1	Manager Qualification Master's Degree in related fields	50
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Experience

3.1	Less than 5 years with related field	20	70
	From 5 to 10 years with related field	40	
	More than 10 years with related field	70	

Support Staff Qualification and experience

3.2	Drivers Minimum Qualification Matric	30
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Experience

3.3	Less than 5 years with related field	20	60
	From 5 to 10 years with related field	30	
	More than 10 years with related field	60	

Total 3:			210
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Note: The marking under section-3 is dependent upon submission of complete CVs of the core team members as detailed out in the evaluation criteria. In the absence of CVs, the evaluated firm will not get any points/scores.

Section 5. Terms of Reference

PROVISION OF SERVICES FOR THE COLLECTION/HANDLING AND TRANSPORT OF POLYCHLORINATED BIPHENYLS (PCBs) AND POPs PESTICIDES IN PAKISTAN

1. Introduction

The present Terms of Reference (TOR) briefly describes the main tasks, duties and activities involved in the development of the Component 3, namely "Collection, Transport and Disposal PCBs and POPs Pesticides" of the project "Comprehensive reduction and elimination of Persistent Organic Pollutants in Pakistan", with financial and technical support from GEF and UNDP.

This component becomes the priority part of the project, as the elimination of POPs pesticides became urgent after the 2010 floods, which damaged some of the storage sites of hazardous chemicals and pesticides. Specifically, 300t of PCB and 1200t of POPs pesticides from Punjab (Rahim Yar Khan; and Bahawalpur) and Sindh (part of it) provinces are the matter of high priority concern.

This TOR outlines the strategy to promote local disposal capacity for hazardous wastes in agreement with international standards and the Stockholm and Basel Conventions guidelines. It is expected that the fulfilment of this goal, will create a sustainable national market for eliminating POPs wastes in Pakistan, which should comply with the environmentally sound POPs elimination.

2. Objectives

The aim of this TOR is to hire the services of a qualified Offeror to:

- Provide handling & transportation of 350 MT OF POPs before final disposal. The handling and transportation should comply with the standard Environmental Health and Safety protocols.
- Arrange to provide relevant documentation and further coordination with the relevant government departments such as local EPAs for the issuance of NOCs before the start of handling and transportation activities of POPs.
- Arrange and provide an adequate time schedule to perform the preliminary test and the necessary technical support to fulfill the emission standards (under the Stockholm Convention guidelines) for POPs incineration at a cement kiln.
- Provide handling and transportation facility in compliance with Receive and destroy, through an internationally recognized and certified technology, the above-mentioned amount of POPs chemicals, pesticides, and unknown chemicals contaminated with POPs.
- Provide certification that the POPs chemicals, pesticides, and unknown chemicals, have been transported in compliance with internationally recognized and mandated emissions standards.

3. Background

Pakistan signed the Stockholm Convention on Persistent Organic Pollutants (POPs) on December 6th, 2004 and ratified on April 14th 2008.

² Project document "Comprehensive reduction and elimination of Persistent Organic Pollutants in Pakistan", UNDP, GEF; signed in March 20th 2015.

As result of the enabling activities on POPs, Pakistan developed a National Implementation Plan (NIP) under the support of the UNDP and the GEF. This NIP is a very comprehensive document in line with the National Environment Policy and Reduction of Poverty and the Pakistan's Development Vision 2020, both of which call for improvement of quality of life and social wellbeing³.

The NIP identified approximately 6033 MT of obsolete stocks of POPS pesticides, detailed in the following table:

Province	NIP	
	Sites	MT
Punjab	167	3800
Sindh	205	2016
KPK	32	49
Balochistan	5	136
Azad Jammu and Kashmir (AJK)	3	31.5
Northern areas	2	0.5
TOTAL	430	6033.0

Many of those stockpiles are located in areas (towns or villages) near to water bodies. In 2010 a disastrous flood affected some areas where pesticide stockpiles were stored in very old and poorly developed infrastructure. During site visits carried out under GEF's Project Preparation Grant activities to District Rahim Yar Kahn, Bahawalpur and parts of Sindh province were observed that a large proportion of pesticides were leaking into soil during the heavy rains causing environmental pollution. As this information is under verification process by the government, it is urgent the elimination of those chemicals.

In general terms, the sound treatment of PCBs and POPs is costly and most of developing countries do not have dedicated hazardous waste incinerators or other technologies (thermal or non-combustion technologies), available for local disposal and normally they cannot afford elimination abroad. However, cement kilns, under well-managed and controlled operational conditions can be a real alternative to eliminate such waste streams. In addition, cement kilns are among the thermal technologies feasibly for POPs treatment according to Basel Convention⁴. The treatment of organic hazardous chemicals as PCBs and POPs pesticides in cement kiln is possible due to the high temperature (over 1300°C) reached at the furnace, together with long residence times (several seconds), alkaline environment, good turbulence and mixed conditions.

The availability of facilities as cement plants to treat/eliminate hazardous wastes in Pakistan is under development. According to the current information, some of these facilities are currently accepting up to 1.2% of Chlorine content in the waste stream to feed the system (cement kiln) without affecting the process.

³ National Implementation Plan (NIP) for phasing out and elimination of POPs from Pakistan under Stockholm Convention, article 7 (a). Government of Pakistan, Ministry of Environment Islamabad. POPs Enabling Project, Islamabad, PAKISTAN.

⁴ Basel Convention, 2007. Updated general technical guidelines for the environmentally sound management of wastes consisting of, containing or contaminated with POPs. <http://www.basel.int/meetings/sbc/workdoc/techdocs.html>

The aims of the present TOR is to assess the feasibility to eliminate PCBs and POPs pesticides at the cement plants in Pakistan, in an irreversible and environmental sound manner without any formation of unwanted Polychlorinated Dibenzodioxins and Dibenzofurans (PCDD/PCDF). An implicit requirement of the Stockholm Convention saying that disposal of POPs needs to be "irreversible", i.e. no new POPs should be formed during the destruction⁵.

Cement kilns are suitable for waste destruction, with a daily capacity of around 750 metric ton of feeding material, might be a perfect possible alternative of eliminating the 300t of PCBs and 1,200t of POPs pesticides above mentioned, through burning process in a rotary cement kiln equipped with the necessary feeding system required to fulfil the environmental sound elimination and in agreement with the Stockholm Convention emission standards guidelines.

4. Scope of work and expected output

The scope of the work required under this TOR, in all its text, will be developed by the selected Offeror, who is responsible for the storage and disposal/destruction of the 350 MT of POPs wastes.

The activities to be carried out to achieve the required objectives are:

- a. Provide handling and transportation of 350 MT of POPs for final disposal. The transportation should comply with the standard Environmental Health and Safety protocols local as well as international.
- b. Prepare all necessary documentation and obtain NOCs by relevant EPAs in compliance with local laws and regulations, required for the handling and transportation of POPs.
- c. Handle and transport the POPs chemicals, pesticides, and unknown chemicals contaminated with POPs, through an internationally recognized and certified technology proven/recognized by Stockholm Convention and UNEP guidelines on environmentally sound management of waste containing POPs.
- d. handle and transport in an environmentally safe manner of any generated waste from the storage of the POPs chemicals, pesticides, and unknown chemicals.
- e. Provide documentation and certification of the handling and transportation of the POPs chemicals and pesticides, and unknown chemicals contaminated with POPs.
- f. During the execution of the activities under this TOR, the selected contractor shall provide the workers with the required Protective Personal Equipment (PPE) and the corresponding training in the use of these elements.

⁵ NEP, 2001. The Stockholm Convention on Persistent Organic Pollutants. United Nations Environmental Programme. <<http://www.chem.unep.ch/sc/default.htm>>. UNEP, 2004. Review of the Emerging, Innovative Technologies.

- g. Arrange and provide training for local subcontractor/s to handling and transportation of the PCB wastes, POPs and pesticides using appropriate PPE, health and safety precautions. Provision of a list of necessary personal protective equipment, safety equipment, cleaning materials, disposables, and other applicable equipment.

4.1. Description of PCBs POPs chemicals, obsolete pesticides to be destroyed at the cement facility

For the information of the Offeror's in preparing the proposal, the following information on the PCBs and POPs pesticides is provided:

The total amount of POPs pesticides registered under the NIP inventory surveys is approximately 6,033 MT (Table N° 1). However the updated location and amount of stockpiles from various provinces to be transported and disposed of will be provided by the project.

Table N° 1. Distribution of POPs pesticides registered under the NIP in Pakistan.

(Source: National Implementation Plan Pakistan⁶ 16th July 2010).

S. N°	Province	Sites	Quantities (MT)
1	Punjab	167	3,800
2	Sindh	205	2,016
3	NWFP	32	49
4	Balochistan	5	136
5	AJK	3	31.5
6	Northern area	2	0.5
7	PAKISTAN (Total)	430	6,033

4.2. Quantities of POPs wastes to be disposed-off

The quantity of POPs to be stored temporarily and then disposed-off at the offeror's site is 350 MT initially. The target may be increased eventually.

5. The bidding process (Request)

The request is divided into three parts (activities), some of them may be subcontracted by the Offeror to a qualified sub-contractor. The Offeror (in that case) should identify qualified sub-contractors and submit their qualifications to the project's counterparts for approval.

5.1. Part A – Storage at disposal site

Based on the NIP and Project Document (PRODOC) information, related to the comparison of POPs contaminated pesticide stockpiles, some information's endorsement by the relevant Department of the Government of Pakistan is still in process.

The main purpose of this part of the TOR is providing the Ministry of Climate Change and regulatory Authorities, the highest level of confidence that the temporary storage and disposal

⁶ National Implementation Plan (NIP) for phasing out and elimination of POPs from Pakistan under Stockholm Convention, article 7 (a). Government of Pakistan, Ministry of Environment Islamabad. POPs Enabling Project, Islamabad, PAKISTAN.

of 350 MT of POPs at the disposal site will be performed to a high technical level that recognizes all environmental safeguards inherent in the country's regulations and laws as well as Stockholm and Basel Convention guidelines, in an operationally efficient manner.

In this regard, the objective is to ensure that the handling and transportation of POPs waste is performed without endangering the public, the environment or persons. This goal is to ensure that there are no accidents or spillage, leaks or escapes to the environment of any kind is achieved by rigid enforcement of the described plans and programmes.

1. Minimize the chances of spills or leaks of POPs waste occurring.
2. Contain and control any leaks or spills that may occur to prevent their escape into the wider environment or their coming into contact with the public.
3. Divide the wastes into individual lots of a size that reduces the volume of a spill or leak into a manageable quantity.
4. Provide management and audit trail procedures that ensures full accountability and traceability of all waste transported.
5. Ensure all personnel involved in the implementation of the present activity are fully aware of the nature of the materials to be transported and are fully trained in appropriate emergency response procedures.

5.1.1. Methodology

The cement kiln feeding material to be used consists of 350 MT of POPs, which will be transported by a vendor to the storage and disposal site.

The selected Offeror is responsible for safe storage and destruction (burning) of the POPs wastes at the Cement Kiln. Special attention should be put in the preparation of the blend of the high concentration POPs to feed the system, due to cement kilns limited tolerance for chlorine concentration.

5.1.2 Test burn at the cement kiln outlined and process conditions

During the burning process of PCBs and POPs pesticides, a preliminary test will be carried out in order to characterize the emission pattern and the concentration levels of air pollutants in the emission exhaust. Since these are the officials' tests, the emission characterization will include a broad spectrum of air pollutants, including those under the Pakistan and International Standards guidelines (EU, Stockholm Convention). Namely, the initial analytical characterization the of emission exhaust (stack exit gas) will include:

- Polycyclic aromatic hydrocarbons (PAH)
- Volatile organic compounds (VOC),
- CO, CO₂, NO, NO₂, NH₃, SO₂, HCl,
- Sum of Chlorobenzenes (as PCCDs/PCDFs precursors)
- Heavy metals, including Sb, As, Cd, Cr, Co, Cu, Pb, Mn, Hg, Ni, Th, V, Sn and Zn

In this regard, a comparison of emission pattern between a baseline conditions, i.e. when feeding coal only, and when critical load condition (with the PCB/POPs waste blend) should be performed.

Staff from the Ministry of Climate Change and UNDP/POPs project might inspect the burning procedure to verify the operational conditions.

5.2.3. Sampling and monitoring

Under stable operational conditions, an accredited testing company will conduct stack gas sampling, in order to identify and quantify the potential formation of PCDD/PCDF as well as verifying the destruction efficiency (DE) and destruction removal efficiency (DRE)⁷ of the rotary kiln.

The more critical value to be verified is the PCDD/PCDF formation. None of the measurements taken at the emission exhaust should exceed the EU emission limit value of 0.1ng I-TEQm³. The standard methodology to be used is BS EN 1948:20068.

The emission of other pollutants as aromatic hydrocarbons (PAH and Chlorobenzenes) and well as heavy metals will be assessing in order to verify the overall environmental performance in compliance with the Pakistan and international guidelines.

5.2.4. Quality Assurance and Quality Control

The selected Offeror is responsible to subcontract (if apply) the analytical testing laboratory to conduct the sampling and the analytical work during the testing of the PCB/POPs pesticide burning procedure. The performance of analytical work, including both levels of work, i.e. field sampling outside the laboratory as well as the analytical characterization of samples, should be conducted by a ISO/IEC 17025 accredited laboratory, in order to track (in case of need) the whole chain of custody, from sampling stage up to the confirmatory results.

5.2.5. Delivery and review of the analytical results

Taking into consideration the time response from the accredited laboratory to conduct the PCDD/PCDF analysis (most probably to be performed abroad), the selected Offeror should provide a clear scheme of the time schedule needed to conduct the first tests. Based on these results, the Project Team will evaluate and approve the following steps.

The tests will be performed until successfully destruction, complying with emission standards for POPs incineration.

In agreement with one of the main objectives of the UNDP, GEF project "Comprehensive reduction and elimination of Persistent Organic Pollutants in Pakistan", i.e. create and promoting local/national capacity for final disposal of PCB and POPs pesticides wastes, the performance and the results of the first tests become critically important to validate the selected facility. Based on the obtained results it will be possible to define and establish a working system, integrating in a best efficient and effective manner the whole process (the storage and destruction stages) for the 350 MT of POPs wastes.

In this regard, to validate at national level this POPs destruction methodology, it is worth noticed the importance to minimize all possible risks especially in the temporary storage stages of the POPs wastes, before feeding material the cement kiln.

⁷ With a value as 99.99% and 99.9999% respectively, established under the GEF STAP guidance document.

⁸ Stationary source emissions. Determination of the mass concentration of PCDDs/PCDFs and dioxin-like PCBs. Sampling of PCDDs/PCDFs (Part 1); Extraction and clean-up of PCDDs/PCDFs (Part 2) and identification and quantification of PCDDs/PCDFs (Part 3).

5.3. Part C – Certification of Destruction of POPs Chemicals

The Certificate of disposal/destruction confirming incineration/burning of all POPs chemicals, Obsolete pesticides shall be issued by the Cement facility Director to the project counterparts, within 1 month after disposal, attaching the analytical result from the emission characterizations and the copies of the transportation and reception in the Cement Plant of the total amount of POPs waste.

The Offeror must provide certification to the project counterparts verifying that the POPs Chemicals and pesticides, and unknown chemicals were destroyed to the required level of destruction, and that emissions during the destruction process did not exceed the levels set by international bodies (Stockholm Convention).

6. Duration of Work

The destruction shall be completed within three (3) months from the contract signature (under condition of the successful performance of the preliminary tests)

7. Location of Work

The bidder should identify the temporary storage and disposal site.

8. Deliverables

The Deliverables shall include the following:

1. NOC from the relevant EPAs for handling & transportation of POPs.
2. Documentation acknowledging the receipt of the POPs chemicals and pesticides, and unknown chemicals at the storage facility.
3. Report of the transportation of the POPs chemicals and pesticides, and unknown chemicals contaminated with POPs, from the destruction facility. Certification at the time of transportation of POPs.
4. Certification from the disposal/destruction facility verifying that the 350 MT POPs chemicals and pesticides have been received.
5. Report on the handling and transportation of 350 MT POPs at storage/disposal site.

Note: Contract will be awarded to the proposer who have quoted the lowest price (Among Technically Responsive and Qualified Proposals) against the final destination (out of the three destinations for which the proposers are required to quote). Final destination will be determined when the company for Storage and Disposal is finalized for which parallel procurement process has been initiated.

LOCATION WISE QUANTITIES OF PCB'S FOR TRANSPORTATION AND HANDLING

Province	Name Of the Distribution Company	Approximate Quantity of PCB's
Federal Capital (Islamabad)	IESCO	25 MT
KPK	PESCO	50 MT
	Tarbela Power Station , Swabi	20 MT
Sindh	Pakistan Steel	50 MT
	K-Electric	20 MT
	KOTHRI Power Station	50 MT
	Thermal Power Station, Jamshoro	40 MT
Punjab	NTDC Lahore, Kot lakh path	45 MT
	MEPCO	30 MT
AJK	Mangla Power Station, Mirpur	20 MT
Total PCBs		350 MT

Destination points:

1. Karachi-Hyderabad Region (Sindh)
2. Chakwal-Kalar Kahan Region (Punjab)
3. Lahore Region (Punjab)

9. Scope of Time Schedule

Activity	Time Schedule
Training for handling & transportation of POPs chemicals and pesticides, and unknown chemicals contaminated with POPs from Pakistan	Along the whole project, in coordination with the feeding capacity of the rotary kiln at the Cement Plant.
Part A: Handling of POPs	
Provide handling and transportation services for 350 MT of POPs	As required, but storage facility to be ready within 10 days after award of contract
Training of workers on POPs handling and transportation	Within 15 days of award of contract

Detailed schedule (months): The offeror shall use the below format to develop and timeline/schedule of activities:

Activity	1	2	3	4	5	6	7	8	9	10	11	12

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding 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 BDS 22.

Technical Proposal:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder 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

(Must be submitted in a password protected PDF files)

▪ 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 Bidder:	[Insert Name of Bidder]	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 Bidders 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 Bidding 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 Bid 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 Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.


Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]



Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder'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:	<input checked="" type="checkbox"/> Power of Attorney to the authorised representative to submit/sign the RFP submission documents and for further correspondence with UNDP on behalf of organization. <input checked="" type="checkbox"/> Technical and Financial proposals should be submitted as separate PDF files. Financial Proposal must be password protected.;

- ☒ Proposer's Profile providing organogram, details of employees, CVs of key professionals, list of clients and available facilities/expertise;
- ☒ 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
- ☒ Latest Audited Financial Statements (Income Statement and Balance Sheet) including Auditor's Report for the past two years 2015-16 & 2016-17.
- ☒ Certificate of Registration of the Business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.
- ☒ Local Government permit to locate and operate in the current location of office or factory.
- ☒ Official Letter of Appointment as local representative, if proposer is submitting a proposal on behalf of an entity located outside the country.
- ☒ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- ☒ Environmental, Health & Safety Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures.
- ☒ Services provider registered with local Environment Protection Agencies (EPAs) will be preferred.
- ☒ Vehicles that will be used for transportations of POPs should be Vehicle Emission Test (VET) certified, please provide certificate.
- ☒ Statement of Satisfactory Performance from the Top Three Clients in terms of Contract Value the past three years for reference. Note: Please provide the latest contact details of the focal point at client for which performance certificates will be provided.
- ☒ List of Bank References (Name of Bank, Location, Contact Person and Contact Details)
- ☒ All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	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: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____



Form D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	<div style="border: 1px solid #ccc; padding: 2px;">Select date</div>
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

☐ Contract(s) not performed for the last 3 years

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

☐ 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 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder 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

Bidders 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	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		
	Year 1	Year 2	Year 3
	Information from Balance Sheet		
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 Bidder 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 Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder 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: Expertise of Firm / Organization

- 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 bidder'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 Bidder 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 Bidder'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: Bidder'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 Bidder:	[Insert Name of Bidder]	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 Password Protected Financial Proposal.

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 Bid Data Sheet.

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Note: This Financial Proposal Submission Form must be password protected and should not be included as part of the technical proposal.

Form G: Financial Proposal Form

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

The Bidder is required to prepare the Financial Proposal following the below format and submit the signed and stamped PDF version of financial proposal through e-tendering system.

Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification. The Financial Proposal should be aligned with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the Financial proposal: PKR/USD

LOCATION WISE QUANTITIES OF PCB'S FOR TRANSPORTATION AND HANDLING

Province	Name Of the Distribution Company	Approximate Quantity of PCB's	Lahore Region		Karachi Region		Chakwal (Kalar Kahar) Region	
			Price Per MT (PKR)	Total Per Mt (PKR)	Price Per MT (PKR)	Total Per Mt (PKR)	Price Per MT (PKR)	Total Per Mt (PKR)
Federal Capital (Islamabad)	IESCO	25 MT						
KPK	PESCO	50 MT						
	Tarbela Power Station , Swabi	20 MT						
Sindh	Pakistan Steel	50 MT						
	K-Electric	20 MT						
	KOTHRI Power Station	50 MT						
	Thermal Power Station, Jamshoro	40 MT						
Punjab	NTDC Lahore, Kot lakh path	45 MT						
	MEPCO	30 MT						
AJK	Mangla Power Station, Mirpur	20 MT						
TOTAL		350 MT						

Note: Please provide cost Per Metric ton from the location where from POPs will collected till the Region wise destinations;

Note: Contract will be awarded to the proposer who have quoted the lowest price (Among Technically Responsive and Qualified Proposals) against the final destination (out of the three destinations for which the proposers are required to quote). Final destination will be determined when the company for Storage and Disposal is finalized for which parallel procurement process has been initiated.

Destination points:

4. Karachi-Hyderabad Region (Sindh)
5. Chakwal-Kalar Kahan Region (Punjab)
6. Lahore Region (Punjab)

Note: This Financial Proposal Form must be password protected and should not be included as part of the technical proposal

FORM H: Form of Bid Security

**Bid 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 Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated [Click here to enter a date](#), to execute goods and/or services (hereinafter called "the Bid");

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

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bids;
- c) Fails to comply with UNDP's variation of requirement, as per ITB 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 Bidder such Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, 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 Bid 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 bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

Section 7: Form for Performance Security

***(This must be finalized using the official letterhead of the A Rated Insurance Company.
Except for indicated fields, no changes may be made on this template)***

PERFORMANCE BOND

To,

UNDP Resident Representative, UNDP Islamabad, Pakistan:

By this Bond[INSERT NAME AND ADDRESS OF THE CONTRACTOR] as Principal (hereinafter called "the Contractor") and[INSERT

NAME, LEGAL TITLE AND ADDRESS OF SURETY, BONDING COMPANY OR INSURANCE COMPANY] as Surety (hereinafter called "the Surety") are held and firmly bound unto[INSERT NAME AND ADDRESS OF EMPLOYER] as Obligee (hereinafter called "the Employer") in the amount of.[INSERT AMOUNT OF BOND IN FIGURES AND IN WORDS], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a contract with the Employer dated for [INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF THE WORKS] in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be , and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term " Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

This bond shall be valid until twenty eight calendar days after issuance of the Certificate of Final Completion.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this.....day of.....2018

SIGNED ON:

SIGNED ON:

ON BEHALF OF:

ON BEHALF OF:

NAME &TITLE:

