

## REQUEST FOR PROPOSAL (RFP)

For

Repackaging, shipment and safe disposal of about 36,000  
(667 ton) Cathode Ray Tube Monitors at Alexandria,  
Dekheila, Damietta, Port Said, Suez, Safaga and Aswan ports

**Project:** Protect human health and the environment from  
unintentional releases of POPs originating from incineration  
and open burning of health care- and electronic waste  
**(MEWM project)**

**Country: EGYPT**

**Issued on: 5<sup>th</sup> November, 2018**



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## Section 1. Letter of Invitation

Cairo  
November, 2018

Project: Protect human health and the environment from unintentional releases of POPs originating from incineration and open burning of health care- and electronic waste Project (MEWM project)	DATE: 5 <sup>th</sup> of November, 2018
	REFERENCE:

Dear Sir,

Protect human health and the environment from unintentional releases of POPs originating from incineration and open burning of health care- and electronic waste Project (MEWM project), kindly request you to submit your Proposal for:

*Repackaging, shipment and safe disposal of about 36,000 (667 ton) Cathode Ray Tube Monitors at Alexandria, Dekheila, Damietta, Port Said, Suez, Safaga and Aswan ports.*

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security [disregard, if not required as per Data Sheet]
- Section 9 – Form for Performance Security [disregard, if not required as per Data Sheet]
- Section 10 – Form for Advanced Payment Guarantee [disregard, if not required as per Data Sheet]
- Section 11 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to MEWM project to the following address:

**Medical and Electronic Waste Management (MEWM) Project**  
**Address: Borg Al Hadara #12 S – Flat #13 Madinat Al Fostat Al Gedida – Al Megawra #2**  
**Hadekat Al Fostat St. – Misr El-Kadima, Cairo – Egypt**  
**[Att. Dr. Tarek Mohamed Al-Araby]**

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The letter should be received by MEWM project not later than Close of business 12<sup>th</sup> of November 2018. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, MEWM project would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by MEWM project, transferring this invitation to another firm requires your written notification to MEWM project of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

MEWM project looks forward to receiving your Proposal and thanks you in advance for your interest in MEWM project procurement opportunities.

Yours sincerely,

*[Dr. Tarek M. El-Araby]*  
*[Project Manager]*



## Section 2: Instruction to Proposers<sup>1</sup>

### Definitions

- a) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical Proposal and Price Schedule and all other documentation attached thereto as required by the RFP.
- b) “*proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the supply of goods and provision of related services requested by MEWM.
- c) “*Contract*” refers to the legal instrument that will be signed by and between the MEWM and the successful Proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) “*Country*” refers to the country indicated in the Data Sheet.
- e) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- f) “*Day*” refers to calendar day.
- g) “*Goods*” refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that MEWM requires under this RFP.
- h) “*Government*” refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) “*Instructions to Proposers*” refers to the complete set of documents which provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposal.
- j) “*RFP*” refers to the Request for Proposal consisting of instructions and references prepared by MEWM for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by MEWM to Proposers.
- l) “*Material Deviation*” refers to any contents or characteristics of the Proposal that is significantly different from an essential aspect or requirement of the RFP, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of

<sup>1</sup> Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..



MEWM and/or the obligations of the Proposer; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other Proposers.

- m) “*Schedule of Requirements and Technical Specifications*” refers to the document included in this RFP as Section 3 which lists the goods and works required by MEWM, their specifications, the related services, activities, tasks to be performed, and other information pertinent to MEWM’s receipt and acceptance of the goods and works.
- n) “*Services*” refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods and the completion of the works required by MEWM under the RFP.
- o) “*Supplemental Information to the RFP*” refers to a written communication issued by MEWM to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposal.
- p) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## **A. GENERAL**

1. MEWM hereby solicits Proposals as a response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by MEWM in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by MEWM. MEWM is under no obligation to award a contract to any Proposer as a result of this RFP.
4. MEWM implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. MEWM is committed to preventing, identifying and addressing all acts of fraud



and corrupt practices against MEWM as well as third parties involved in MEWM activities. (See

[http://www.undp.org/about/transparencypdocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencypdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and

[http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies).

5. In responding to this RFP, MEWM requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold MEWM's interest paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged by MEWM to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods, works and related services in this selection process;

- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods, works and related services requested under this RFP; or

- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, MEWM.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Proposers must disclose the condition to MEWM and seek MEWM's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Proposal:

- 6.1 Proposers who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of MEWM staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this RFP; and

- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Proposal.





7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to MEWM's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the MEWM Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Price Schedule (see prescribed form in RFP Section 7);
- 9.5 Any attachments and/or appendices to the Proposal (including all those specified in the **Data Sheet**)

### **10. Clarification of Proposal**

- 10.1 Proposers may request clarification of any of the RFP documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the MEWM address indicated in the **Data Sheet** (DS no. 17). MEWM will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 MEWM shall endeavour to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of MEWM to extend the submission date of the Proposal, unless MEWM deems that such an extension is justified and necessary.

### **11. Amendment of Proposal**





11.1 At any time prior to the deadline for submission of Proposal, MEWM may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).

11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposal, MEWM may, at its discretion, extend the deadline for submission of Proposal, if the nature of the amendment to the RFP justifies such an extension

## **C. PREPARATION OF PROPOSALS**

### **12. Cost**

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. MEWM shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### **13. Language**

The Proposal, as well as any and all related correspondence exchanged by the Proposer and MEWM, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and MEWM.

### **14. Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

### **15. Technical Proposal Format and Content**

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of



projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, manufacturing capacity of plant if Proposer is a manufacturer, authorization from the manufacturer of the goods if Proposer is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the RFP (see RFP Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Proposer’s response to the TOR by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the Proposal meets or exceeds the requirements, while ensuring appropriateness of the Proposal to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical Proposal must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Proposers must be fully aware that the goods, works and related services that MEWM require may be transferred, immediately or eventually, by MEWM to the Government partners, or to an entity nominated by the latter, in accordance with MEWM’s policies and procedures. All Proposers are therefore required to submit the following in their Proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the Technical Proposal, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this TOR.



In complying with this section, the Proposer assures and confirms to MEWM that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, MEWM reserves the right to render the Proposal non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer, shall be made only with MEWM's acceptance of the justification for substitution, and MEWM's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by MEWM, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by MEWM as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after MEWM has awarded it;
  - ii. to comply with MEWM's variation of requirement, as per RFP clause 35;  
or
  - iii. to furnish Performance Security, insurances, or other documents that MEWM may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial proposals

The financial proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods, works and related services, and the detailed breakdown of such costs. All goods, works and services described in the Technical Proposal must be priced separately on a one-to-one correspondence. 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 the items or activities, as well as in the final total price of the Proposal.

## 17. Currencies



All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposal:

- 17.1 MEWM will convert the currency quoted in the Proposal into the MEWM preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposal; and
- 17.2 In the event that the Proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then MEWM shall reserve the right to award the contract in the currency of MEWM's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected by MEWM if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the Proposal of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

## 18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to MEWM's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Proposed offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;



- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

## 19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of 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 joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between MEWM and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the Proposal has been submitted to MEWM, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of MEWM. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/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 in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by MEWM.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

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 joint venture or those of its members, but should





only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Proposal of a joint venture is determined by MEWM as the most responsive Proposal that offers the best value for money, MEWM shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

## 20. Alternative Proposal

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative Proposal shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, MEWM reserves the right to award a contract based on an alternative Proposal.

## 21. Validity Period

Proposal shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by MEWM and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the Proposal validity period, MEWM may request Proposers to extend the period of validity of their Proposal. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## 22. Proposer's Conference

When appropriate, a Proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the Proposer's conference will be either posted on the MEWM website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

## D. SUBMISSION AND OPENING OF PROPOSALS

### 23. Submission

- 23.1 The Financial Proposal and the Technical 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 MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of the Project as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the Data Sheet (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with the Project’s deadline for submission. The Project shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the Project premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of the Project as attached hereto as Section 11.

#### 24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by the Project at the address and no later than the date and time specified in the Data Sheet (DS nos. 20 and 21).

The Project shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by the Project after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

#### 25. Withdrawal, Substitution, and Modification of Proposals





- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by the Project, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by the Project.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by the Project prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or MODIFICATION”.
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## 26. Proposal Opening

The Project will open the Proposals in the presence of an ad-hoc committee formed by the Project of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the Data Sheet (DS no. 23).

The Proposers’ names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as the Project may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## 27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or



any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence the Project in the examination, evaluation and comparison of the Proposals or contract award decisions may, at the Project's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with the Project for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to the Project. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## ***E. EVALUATION OF PROPOSALS***

### **28. Preliminary Examination of Proposal**

MEWM shall examine the Proposal to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposal is generally in order, among other indicators that may be used at this stage. MEWM may reject any Proposal at this stage.

### **29. Evaluation of Proposal**

29.1 MEWM shall examine the Proposal to confirm that all terms and conditions under the MEWM General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Proposals on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by MEWM in the criteria after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposer. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).



When the Data Sheet 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:

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

**Total Combined and Final Rating of the Proposal**

29.4 MEWM reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following:

- Verification of accuracy, correctness and authenticity of the information provided by the Proposer on the legal, technical and financial documents submitted;
- Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- Physical inspection of the Proposer's plant, factory, branches or other places where business transpires, with or without notice to the Proposer;
- Testing and sampling of completed goods similar to the requirements of MEWM, where available; and
- Other means that MEWM may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### 30. Clarification of Proposal

To assist in the examination, evaluation and comparison of Proposals, MEWM may, at its discretion, ask any Proposer to clarify its Proposal.

MEWM's request for clarification and the Proposer's response shall be in writing. Notwithstanding the written communication, 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 MEWM in the evaluation of the Proposal, in accordance with RFP Clause 35.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by MEWM, shall not be considered during the review and evaluation of the Proposal.

### 31. Responsiveness of Proposal

MEWM'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, and specifications of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by MEWM and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

### 32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, MEWM may waive any non-conformities or omissions in the Proposal that, in the opinion of MEWM, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, MEWM may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, MEWM shall correct arithmetical errors as follows:

- 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 MEWM 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 subject to the above.

If the Proposer does not accept the correction of errors made by MEWM, its Proposal shall be rejected.

## ***F. AWARD OF CONTRACT***

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposal**

- 33.1 MEWM reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for MEWM's action. Furthermore, MEWM is not obligated to award the contract to the lowest price offer.
- 33.2 MEWM shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/UNDP/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/UNDP/en/home/operations/procurement/procurement_protest/))

### **34. Award Criteria**

Prior to expiration of the period of Proposal validity, MEWM shall award the contract to the qualified and eligible Proposer that is found to be the most responsive to the requirements of the Schedule of Requirements and Technical Specifications and that provides the best value for money by applying the evaluation procedure and criteria specified in the **Data Sheet** (see DS nos. 25 and 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, MEWM reserves the right to vary the quantity of the goods and/or related services, 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.

### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to MEWM.



Failure of the successful Proposer to comply with the requirement of RFP Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and on which event, MEWM may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposal.

### 37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by MEWM, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and MEWM.

### 38. Bank Guarantee for Advanced Payment

Except when the interests of MEWM so require, it is the MEWM's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the proposer requires an advanced payment upon contract signature, and if such request is duly accepted by MEWM, and the said advanced payment exceeds 15% of the total Bid price, and/or exceeds the amount of USD 30,000, MEWM shall require the proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### 39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/procurement/protest.shtml>





## Instructions to Proposers

### DATA SHEET

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

DS No. <sup>2</sup>	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Protect human health and the environment from unintentional releases of POPs originating from incineration and open burning of health care- and electronic waste Project(MEWM project)
2		Title of Services/Work:	Repackaging, shipment and safe disposal of about 36,000 (667 ton) Cathode Ray Tube Monitors at Alexandria, Dekheila, Damietta, Port Said, Suez, Safaga and Aswan ports.
3		Country / Region of Work Location:	Egypt/ Alexandria, Dekheila, Damietta, Port Said, Suez, Safaga and Aswan ports.
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> <b>English</b> <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed: <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input type="checkbox"/> Shall not be considered <input checked="" type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. The Project shall only consider the alternative proposals offered by the Proposer whose

<sup>2</sup> All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3<sup>rd</sup> column may be modified by the user. If the information does not apply, the 3<sup>rd</sup> column must state "N/A" but must not be deleted.





			proposal for the base case was determined to be the proposal with the highest evaluated score.
7	C.22	A pre-proposal conference will be held followed by site visits on:	<p>Date: 2nd-5th December 2018</p> <p><i>Note: proposers whom would like to join the pre-proposal conference and site visits should submit a photocopy of their passport attached with the letter of acknowledgment for security clearance.</i></p> <p>Venue: Medical and Electronic Waste Management Project Address: Borg Al Hadara #12 S – Flat #13 Madinat Al Fostat Al Gedida – Al Megawra #2 Hadekat Al Fostat St. – Misr El-Kadima, Cairo – Egypt.</p> <p>The Project focal point for the arrangement is: [Dr. Tarek El-Araby] [Project manager] [fax # 02 27429569] email address: <a href="mailto:tmelaraby@sci.cu.edu.eg">tmelaraby@sci.cu.edu.eg</a>, : <a href="mailto:tmelaraby@gmail.com">tmelaraby@gmail.com</a>, <a href="mailto:tmelaraby@mewm-egypt.net">tmelaraby@mewm-egypt.net</a> cc: email address: <a href="mailto:hshakra@mewm-egypt.net">hshakra@mewm-egypt.net</a>; <a href="mailto:hshakra@outlook.com">hshakra@outlook.com</a> Telephone: + 202 27429569</p>
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	NA
11	B.9.5 C.15.4 a)	Validity of Proposal Security	NA
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Allowed up to a maximum of 20 % of contract <sup>3</sup> <input type="checkbox"/> Not allowed
13		Liquidated Damages	<input type="checkbox"/> Will not be imposed <input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay : 0.1% Max. no. of days of delay : 60 days After which the Project may terminate the contract.

<sup>3</sup> the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10



14	F.37	Performance Security	<input checked="" type="checkbox"/> Required Amount :10% of the contract Form: Bank Guarantee  <input type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency
16	B.10.1	Deadline for submitting requests for clarifications/ questions	10 working days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions <sup>4</sup>	Focal Person in the Project: <i>[DR. Tarek El-Araby] [project manager]</i> Address: Medical and Electronic Waste Management ProjectAddress: Borg Al Hadara #12 S – Flat #13 Madinat Al Fostat Al Gedida – Al Megawra #2 Hadekat Al Fostat St. – Misr El-Kadima, Cairo – Egypt. <i>[fax # 02 27429569</i> <i>email address: <a href="mailto:tmelaraby@sci.cu.edu.eg">tmelaraby@sci.cu.edu.eg</a>, :</i> <i><a href="mailto:tmelaraby@gmail.com">tmelaraby@gmail.com</a>, <a href="mailto:tmelaraby@mewm-egypt.net">tmelaraby@mewm-egypt.net</a></i> <i>email address: <a href="mailto:hshakra@mewm-egypt.net">hshakra@mewm-egypt.net</a>;</i> <i><a href="mailto:hshakra@outlook.com">hshakra@outlook.com</a>]</i> Telephone: + 202 27429569
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax <input type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the wwebsite <sup>5</sup> <i>[specify exact URL  Address]</i>
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	1. <u>Technical Proposal</u> Original : One Original Hard Copy Copies : Three Hard Copies + One Soft Copy 2. <u>Financial Proposal</u> Original : One Original Hard Copy Copies : one Hard Copies

<sup>4</sup> This contact person and address is officially designated by MEWM project. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

<sup>5</sup> Posting on the website shall be supplemented by directly transmitting the communication to the prospective proposers.



			Submission of documents in separate technical and financial sealed envelopes
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Address: Medical and Electronic Waste Management ProjectAddress: Borg Al Hadara #12 S – Flat #13 Madinat Al Fostat Al Gedida – Al Megawra #2 Hadekat Al Fostat St. – Misr El-Kadima, Cairo – Egypt. Attention: Dr. Tarek Mohamed El Araby, Project Manager.
21	C.21 D.24	Deadline of Submission	Date: December 23, 2018 4:00 PM
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery Bid should be submitted in two separate sealed envelopes
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Not allowed
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: December 23, 2018 5:00 PM Venue : Address: Medical and Electronic Waste Management ProjectAddress: Borg Al Hadara #12 S – Flat #13 Madinat Al Fostat Al Gedida – Al Megawra #2 Hadekat Al Fostat St. – Misr El-Kadima, Cairo – Egypt.
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input type="checkbox"/> Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above) <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70% <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation



			<input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Trade name registration papers, if applicable <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Environmental 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 <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>[indicate number of years of reference]</i> <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top <i>[5]</i> Clients in terms of Contract Value <input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details) <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) 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.
27		Other documents that may be Submitted to Establish Eligibility	<p>1- The bidder environmental experience in projects related to the subject</p> <p>2- Full profile of the waste disposal facility: including and not limited to:</p> <ul style="list-style-type: none"> <li>The proposed technology: location; type of technology; the destruction efficiency of the proposed technology; details demonstrating the compliance to the requirements of the Basel and Stockholm Conventions</li> </ul>



			<ul style="list-style-type: none"> <li>• The relevant national norms or the EU Directives, whichever are the most stringent;</li> <li>• The scope of the license / permit to operate allowing recycling/ destruction of the CRTs and other contaminated parts or any fractions containing any Persistent Organic Pollutant and/ or similar, focusing on emission limits to air, water and ground and compliance with the Industrial Emissions Directive – or equivalent;</li> <li>• The licensing authority for the disposal facility with a contact point with e-mail address;</li> <li>• Details of any breaches of authorizations in the past five years;</li> <li>• Details regarding any outstanding environmental litigation;</li> <li>• Track records of the destruction/ recycling facility providing evidence of experience in the environmentally sound disposal for waste similar to CRTs and within emission limits set in the operating license, to include type of hazardous waste, annual quantities disposed of, operations restrictions to include hazardous contents, etc.;</li> <li>• Details on the operating license: Company name; license number; date of issuance; licensing authority for the disposal facility with a contact point with e-mail address; scope of the operating license / authorization to operate for similar waste focusing on emission limits to air, water and solids;</li> <li>• Standards of operation;</li> <li>• Safety records providing details of any accidents at the disposal facility for the last 5 years should be disclosed and reasons for the accidents provided—in line with the national legislation permit requirements. Note: This information may be covered in part by documentation of an overall Environmental Management System (such as ISO 14000).</li> </ul>
28	C.15	Structure of the Technical Proposal ( <i>only if different from the provision of Section 12</i> )	
29	C.15.2	Latest Expected date for commencement of Contract	<i>Three months after closing date</i>

30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	8 Calendar Months
31		The Project will award the contract to:	<input checked="" type="checkbox"/> One Proposer only <input type="checkbox"/> Two or more Proposers
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the instructions to proposers requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Others
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Project's receipt of Performance Bond <input type="checkbox"/> Project's receipt of Professional Indemnity Insurance <input type="checkbox"/> Others:
35		Other Information Related to the RFP	<p>1. Any charges related to getting EIA approval from the Egyptian Environmental Affairs Agency and the Basel Convention application procedures shall be included in the bidder's proposal</p> <p>2. The Bidder shall submit a bid for the whole of the works described in the RFP by filling in prices for all items of the Works, as identified in the Bill of Quantities.</p> <p><b><u>3. Terms of Payment</u></b></p> <p>The contract is a fixed output-based regardless of any extension that may happen to the duration of any change order if necessary. Below is the indicative Terms of Payment for the selected company</p>

#	Deliverable	Payment (%)
	Advance payment – against Bank guarantee	20%
1	EIA study and EIA approval	10%
2	Packing list and custom clearance documents	10%
3	Basel Convention documents Shipping documents and Reception certificate at disposal/ recycling plant	20%
4	Destruction/ recycling certificate	30%
5	Short documentary film in Arabic with English subtitles English/ Arabic Final report and presentation	10%

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	50%	500
3.	Management Structure and Key Personnel	20%	200
<b>Total</b>			<b>1000</b>

Technical Proposal Evaluation Form 1		Points obtainable
<b>Expertise of the Firm/Organization</b>		
1.1	Reputation of Organization and Staff / Credibility / Reliability	40
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> <li>- Financial stability</li> <li>- age/size of the firm</li> <li>- strength of project management support and control</li> <li>- project financing capacity</li> </ul>	80
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	50
1.4	Quality assurance procedures, warranty	30
1.5	Relevance of: <ul style="list-style-type: none"> <li>- Specialized Knowledge</li> <li>- Experience on Similar Programme / Projects</li> </ul>	100



- Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	
	300

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	40
2.2	Have the important aspects of the task been addressed in sufficient detail?	30
2.3	Are the different components of the project adequately weighted relative to one another?	40
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	75
2.5	Is the conceptual framework adopted appropriate for the task?	65
2.6	Is the scope of task well defined and does it correspond to the TOR?	150
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	100
		500

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Task Manager		100
		Sub-Score	
	General Qualification	80	
	Suitability for the Project		
	- International Experience	20	
	- Training Experience	20	
	- Professional Experience in the area of specialization	20	
	- Knowledge of the region	20	
	- Language Qualifications	20	
3.2	Key Personals		100
		Sub-Score	
	General Qualification		
	Suitability for the Project		
	- International Experience	20	
	- Training Experience	20	
	- Professional Experience in the area of specialization	20	

	- Knowledge of the region	20		
	- Language Qualifications		20	
	Total Part 3			200

## Section 3: Terms of Reference (TOR)<sup>6</sup>

### **Consultancy services for Repackaging, shipment and safe disposal of about 36000 (667 ton) Cathode Ray Tube (CRT) Monitors at Alexandria, Dekheila, Damietta, Port Said, Suez, Safaga and Aswan ports**

#### ***A. Project:***

Protect human health and the environment from unintentional releases of POPs originating from incineration and open burning of health care- and electronic waste (MEWM project).

#### **Required Service:**

Repackaging, shipment and safe disposal of about 36000 Cathode Ray Tube Monitors (667 ton) at Alexandria, Dekheila, Damietta, Port Said, Suez, Safaga and Aswan ports.

#### ***B. Project Description***

The Protect human health and the environment from unintentional releases of POPs originating from incineration and open burning of health care- and electronic waste". project is Implemented by the Egyptian Ministry of Environment in collaboration with United Nations Development Programme (UNDP) and funded by the Global Environment Facility (GEF). The project objective is to prevent and reduce health and environmental risks related to POPs and harmful chemicals through their release reduction achieved by provision of an integrated institutional and regulatory framework covering environmentally sound Health Care Waste and E-waste management. The project will reduce emissions of Unintentional POPs (UPOPs) as well as other hazardous releases (e.g. mercury, lead, etc.) resulting from the unsound management, disposal and recycling of a) Health-Care Waste (HCW), in particular due to substandard incineration practice and open burning of HCW; and, b) Electronic Waste (EW), in particular due to the practice of unsound collection and recycling activities and open burning of electronic waste.

The project will achieve this by: i) determining the baseline for releases of UPOPs and other hazardous substances (e.g. mercury, lead) resulting from unsound HCW and E-waste practices; ii) conducting facility assessments; iii) building capacity among key stakeholders; iv) implementing BEP at selected model hospitals, health-care facilities (HCFs) and a central treatment facility (CTF); v) introducing BAT and BEP to formal and informal E-waste processors; vi) preparing health care facilities for the use/maintenance of non-mercury devices followed by introduction of mercury-free devices; vii) evaluating facilities to ensure that they have successfully implemented BEP; viii) installing and evaluating BAT technology(ies) at one Central Treatment Facility based on a defined evaluation

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<sup>6</sup> This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.



criteria; and, xi) enhancing national HCWM training opportunities to reach out to additional hospitals/HCFs.

The project aims to support the disposal of a large number (about 36000 of Cathode Ray Tubes Monitors (667 ton) (of hazardous characteristics) stored at seven Egyptian ports namely: Alexandria, Dekheila, Damietta, Port Said, Suez, Safaga and Aswan ports. List detailing the stored goods average quantities, average weight, storage conditions, legal status, size and site locations are annexed to the TOR). The existence of these CRTs is posing a high risk to the staff working in these ports; especially that the ownership of most of them is difficult to identify. Most of these CRTs have been in the custody of the above mentioned Ports Authorities for years. The ***“Protect Human health and the environment from unintentional releases of POPs originating from incineration and open burning of health care- and electronic waste”*** Project is seeking contractors to conduct the repackaging, export and proper disposal of these goods.

### ***C. Scope of Services, Expected Outputs and Target Completion***

#### **Scope of Services**

1- Get Acquainted with all National and International legislation, standards and norms applicable to the works activities including but not limited to:

- Egyptian Environmental Law 4/1994 and Law 9/2009 and its executive regulation governing the handling and transport requirements of the Hazardous Waste
- Egyptian Labor Law No. 12/2003 - application of the Executive Regulation articles governing the workplace quality and the safety of worker during handling hazardous waste
- The terms and requirements of International Conventions and Agreements such as Basel Convention, which governs the Control of Transboundary Movements of Hazardous Wastes and their Disposal movement of hazardous waste.
- The most recent editions of the International Maritime Dangerous Goods Code (IMDG) and ADR regulations (European Agreement concerning the International Carriage of Dangerous Goods by Road).

2- Development of full EIA study (Scope C) in Arabic language by an EEAA accredited environmental consultant / firm (list of accredited consultant can be found under the following link <http://www.eeaa.gov.eg/en-us/services/licenses.aspx>) and secure the EIA approval from EEAA before the execution of the service.

3- Fully comply with all EIA developed plans and requirements such as. Emergency Management Plan (EMP), health & safety, mitigation measures, Training) during the whole service execution period.

4- Provide all personnel, equipment, tools, repacking materials etc. required for the repackaging and transportation operation.

5- Site Preparation and management

6- Classify the waste for the appropriate repackaging and final disposal.

7- Repackage the waste to ensure safe transport to the final disposal destination and loading of waste into Shipping Cargo Units (SCUs) of 20 & 40 standard cubic feet size for shipment overseas

8- Maintain a logbook of the location and type of waste waiting to be transported to the final disposal

9- Complete all necessary documentation and procedures for export of hazardous wastes as per Basel Convention requirements including the detailed Prior Informed Consent (PIC) procedure and place all



financial guarantees with the competent authority of destination and transit on behalf of the Government and their designated agencies involved. (The Egyptian Custom Authority will act as the Notifier on behalf of the government).

10- Load, transport and trans-frontier of the repackaged waste to the final disposal destination(s)

11- Produce a short documentary film demonstration the whole service starting from site preparation until final disposal.

12- Prepare final report and power point presentation containing a full documentary and photos of the Services in hard and electronic format.

#### **Expected Outputs and Target Completion**

- EIA study and EEAA approval
- Packing list and custom clearance documents
- Basel Convention required documents
- Shipping documents and Reception certificate at disposal/ recycling plant
- Destruction/ recycling certificate
- Short documentary film in Arabic with English subtitles
- English/Arabic Final report and presentation

### ***D. Institutional Arrangement***

The PMU of the MEWM project will directly supervise the work of the contractor, and the Service Provider who will be directly responsible for reporting to, seeking approval from, and obtaining certificate of acceptance of output from the Project Manager of MEWM project.

The owner of the waste is the Customs General Authority which will be the notifier.

Security clearance and permits is required for the execution of the Work and to obtain site access. This matter should take approximately 1 month to complete and may the contractor be asked to replace some of the working team

### ***E. Duration of the Work***

The expected duration of the services is eight calendar months starts from the signing of the contract.

### ***F. Location of Work***

The waste is in the custody of seven ports. Detailed Description of Each Site is annexed.

### ***G. Qualifications of the Key Personnel***

#### **General experience**

The waste (CRTs) located at the Sites is regarded as being toxic to humans. The Bidder shall therefore include staff members in his team who have considerable experience with repackaging of hazardous materials including heavy metals and POPs chemical waste (potentially existing).

#### **Key Personnel**

The following Profiles are regarded as necessary expertise for a professional works implementation:



Profile	General Experience	Specific Experience
General Manager	Degree/Diploma in Engineering or related natural sciences. Fluent in English. More than 10 years of experience with hazardous waste management and disposal	More than 3 years of experience in comparable projects and at least 1 similar position.
Site Manager (full time on Site)	Degree/Diploma in Chemistry or related field. More than 10 years of experience with hazardous waste management and disposal. Fluent in English. Knowledge of Arabic is an advantage.	Experience as a site manager from at least 3 similar projects. Experience with repackaging of hazardous waste, road transport, international transport in line with Basel Convention and environmentally sound disposal in EU licensed facilities.  In addition, experience with risk management, environmental protection measures and occupational health and safety issues in relation to hazardous waste are essential.
Safety Expert	Degree/Diploma in Engineering or related natural sciences. Fluent in English. Knowledge of Arabic is an advantage. More than 10 years of experience.	More than 5 years of experience in health and safety and emergency preparedness and response planning and management, preferably from hazardous waste removal.
Repackaging personnel (number according to Bidders work schedule)	not assessed	not assessed

## ***H. Scope of Proposal Price and Schedule of Payments***

The Bidder shall submit a bid for the whole of the works described in the RFP by filling in prices for all items of the Works, as identified in the data sheet DS. No.35 and the Bill of Quantities annexed.

### ***I. Criteria for Selecting the Best Offer***

This section should indicate the full list of criteria which shall serve as basis for evaluating proposals and awarding the contract, and the respective weight of each criteria. A General guide has been provided in DS No. 32 of the RFP Data Sheet.

The award will be evaluated based on:

Combined Scoring method – where the qualifications and methodology will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%; or

## ***J. Annexes to the TOR***

Following are the list of provided annexes:

1. Full report including a brief description of the ports where the waste is existing
2. CRTs Distribution and description in Egyptian Ports
3. A full Bill of Quantities





## Section 4: Proposal Submission Form<sup>7</sup>

Cairo  
----- 2018

To: Dr. Tarek El Araby, [Project manager][fax # 02 27429569 email address:  
tmelaraby@sci.cu.edu.eg; tmelaraby@gmail.com]Telephone: + 202 27429569

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for Repackaging, shipment and safe disposal of about 36,000 (667 ton) Cathode Ray Tube Monitors at Alexandria, Dekheila, Damietta, Port Said, Suez, Safaga and Aswan ports. in accordance with your Request for Proposal dated ----- 2018 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of Human health and the environment from unintentional releases of POPs originating from incineration and open burning of health care- and electronic waste Project's Contract for Professional Services.

We agree to abide by this Proposal for 120 calendar days from the last day of Proposal submission

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that the Project is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that the Project will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

---

<sup>7</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : \_\_\_\_\_

[please mark this letter with your corporate seal, if available]



## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

### Proposer Information Form<sup>8</sup>

Date: [insert date (as day, month and year) of Proposal Submission]  
RFP No.: [insert number]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name [insert Proposer's legal name]		
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]		
3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration]		
4. Year of Registration: [insert Proposer's year of registration]		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: [insert Proposer's legal address in country of registration]		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
10. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information		
Name: [insert Authorized Representative's name]		
Address: [insert Authorized Representative's name]		
Telephone/Fax numbers: [insert Authorized Representative's name]		
Email Address: [insert Authorized Representative's name]		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of:		
<input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>8</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.



## Joint Venture Partner Information Form (if Registered)<sup>9</sup>

Date: **[insert date (as day, month and year) of Proposal Submission]**

RFP No.: **[insert number]**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>9</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.



## Section 6: Technical Proposal Form

<b>TECHNICAL PROPOSAL FORMAT</b>  <b>INSERT TITLE OF THE SERVICES</b>
---

**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.**

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION						
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p>						
<p><b>1.1 Brief Description of Proposer as an Entity:</b> Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.</p>						
<p><b>1.2. Financial Capacity:</b> Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p>						
<p><b>1.3. Track Record and Experiences:</b> Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.</p>						
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)



## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

*This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.*

**2.1. Approach to the Service/Work Required:** Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

**2.2. Technical Quality Assurance Review Mechanisms:** The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

**2.3 Implementation Timelines:** The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

**2.4. Subcontracting:** 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. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

**2.5. Risks / Mitigation Measures:** Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

**2.6. Reporting and Monitoring:** Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

**2.7. Anti-Corruption Strategy:** Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

**2.8. Partnerships:** Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

**2.9 Statement of Full Disclosure:** This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

**2.10 Other:** Any other comments or information regarding the project approach and methodology that will be adopted.



### SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b> I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.  <hr/> <hr/> <div style="display: flex; justify-content: space-between;"> <span>Signature of the Nominated Team Leader/Member</span> <span>Date Signed</span> </div>		



## Section 7: Financial Proposal Form<sup>10</sup>

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverables\*

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	....	
2	Deliverable 2	...	
3	....	...	
	Total	100%	USD .....

\*Basis for payment tranches

### B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. MEWM project shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period

<sup>10</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

## Section 8: FORM FOR PROPOSAL SECURITY

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

To: **Egyptian Environmental Affairs Agency (EEAA)**

**Address:** 30 Misr Helwan El-Zyrae Road, Maadi , Cairo, Egypt

**Postal code:** 11728

**Tel:** (202) 25256452

**Fax:** (202) 25256490

**E-mail:** eeaa@eeaa.gov.eg

WHEREAS [*name and address of Contractor*] (hereinafter called “the Proposer”) has submitted a Proposal to MEWM dated [Click here to enter a date.](#), to execute Services ..... (hereinafter called “the Proposal”):

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

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

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

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

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

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date .....

Name of Bank .....

Address .....



## Section 9: FORM FOR PERFORMANCE SECURITY<sup>11</sup>

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

To: **Egyptian Environmental Affairs Agency (EEAA)**

**Address:** 30 Misr Helwan El-Zyrae Road, Maadi , Cairo, Egypt

**Postal code:** 11728

**Tel:** (202) 25256452

**Fax:** (202) 25256490

**E-mail:** eeaa@eeaa.gov.eg

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor")  
has undertaken, in pursuance of Contract No. [Click here to enter text](#).dated [Click here to enter a date](#). , to execute Services ..... (hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor  
shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein  
as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you,  
on behalf of the Contractor, 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 Contract Price  
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 until a date 30 days from the date of issue by MEWM of  
a certificate of satisfactory performance and full completion of services by the Contractor.

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

<sup>11</sup> If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and  
effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this  
template



## Section 10: Form for Advanced Payment Guarantee<sup>12</sup>

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

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** **Egyptian Environmental Affairs Agency (EEAA)**

**Address:** 30 Misr Helwan El-Zyrae Road, Maadi , Cairo, Egypt

**Postal code:** 11728

**Tel:** (202) 25256452

**Fax:** (202) 25256490

**E-mail:** eeaa@eeaa.gov.eg

**Date:** \_\_\_\_\_ ++++++

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of RFP requirements] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])<sup>13</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified payment statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate indicating that the Contractor has made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 20\_\_ whichever is earlier.

<sup>12</sup> This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

<sup>13</sup> The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.





Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

---

*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*



## Annexes

### Annex 1: Sites Location and Description

#### 1. Damietta Port

##### Site Location and Description

Damietta Port is situated about 269 km north east of Cairo, it is readily accessible by roads of good condition. The nearest large city is Damietta located at the south shore of the Mediterranean Sea. GPS coordinates of the site are: 31°27'21.79"N, 31°45'32.50"E. The immediate areas to the south, east and west of the site are occupied by warehouses and agricultural - residential areas, as shown from the next Figure.



Figure 1: Location of Damietta Customs

E-waste is stored at Damietta customs in four storing facilities within the port premises. Damietta port contains more than 33 lots including CRTs; the following Table summarizes the details of these lots, which have been recorded during site visits.

Table 1: E-Waste Stored in Damietta Port

Store	no of lots*	Expected CRTs Weight (ton)*
Neglects and Sales Store (مخزن البيوع والمهمل)	4	20.87
Egyptian Warehouses Company (المستودعات)	27	14
Containers Area (الحاويات)	2	8

\*These lots may increase at the time of disposal





Table 2: E-Waste Stored in Alexandria Port

Store	no of lots*	Expected CRTs Weight (ton)*
Roma Store 2A Containers (مخزن (2A) حاويات روما )	6	4.6
Mafroza Containers Area حاويات المفروزة	9	33
Neglects & Sales Area -Alexandria Company Containers (ساحة المهمل - شركة الاسكندرية للحاويات)	15	119
Ragab Store (مخزن ايداع رجب )	8	8
Store (مخزن ث العلوى )	12	14.4

\*These lots may increase at the time of disposal

### 3. El Dekheila port

#### Site Location and Description

El Dekheila port is one of the ports of Alexandria in Egypt and is considered the largest port in Egypt located at the South shore of the Mediterranean Sea; it occupies a foot print of 6.24 km<sup>2</sup>. El Dekheila port is situated about 24 km South East of Alexandria, it is readily accessible by roads, which are in good condition, the nearest road to El Dekhela port is Om Zegheo road which is located 0.53 km away from El Dekheila port. The nearest large city is Alexandria. GPS coordinates for the site are: 31°08'16.78" N 29°47'43.11" E.

The immediate areas to the north, east and west of the site are occupied by warehouses and residential areas, as shown from the next Figure.



**Table 3: E-Waste Stores in Dekhela Port**

Store	no of lots*	Expected CRTs Weight (ton)*
Chinese Containers Area	11	80.56
Neglects & Sales Area -Alexandria Containers Company ( ساحة المهمل - شركة الاسكندرية للحاويات )	8	19.2
Public Deposits Containers Area	2	18.3

\*These lots may increase at the time of disposal

#### 4. Suez Customs

### 3.1Dubai world Sokhna port

### Site Location and Description

DP WORLD SOKHNA is part of the DP WORLD's international network, a network that currently encompasses 60 terminals across 31 countries, making DP WORLD one of the largest marine terminal operators in the world. DP WRLD is located at the southern entrance to the Suez Canal, on the Red Sea, EGYPT, makes it strategically located to handle cargo transiting

through one of the world's busiest commercial waterways. It is situated about 120 kilometers away from Cairo airport. DP WORLD SOKHNA port is one of the ports of Suez.

DP World Sokhna port is situated about 3 km from Ain Sokhna, it is readily accessible by road, and the nearest road to DP World Sokhna port is Hurgada Ain Sokhna road which is located 2 km away from it. The nearest city is Ain Sokhna. GPS coordinates for the site are: 29°39'47.29" N 32°20'45.15" E. The immediate areas to the north, south and west of the site are occupied by resorts and residential areas, as shown from the next Figure.



**Figure 4: Location of Dubia Customs, Ain Sokhna, Suez.**

E-waste is stored at Dubia customs in two storing facilities within the port premises. It contains more than 5 lots including CRTs; the following Table summarizes the details of these lots.

**Table 4: E-Waste Stores in Dubia World Ports, Ain Sokhna, Suez.**

Store	no of lots*	Expected CRTs Weight (ton)*
Sarhan Store ( مخزن سرحان )	5	7.2
Two Containers (40 feet SCU)- Ain Sokhna port	To Be Determined	To Be Determined

\*These lots may increase at the time of disposal



### 3.2 Por-Tawfik Port

#### Site Location and Description

Port Tawfiq is an Egyptian port belonging to the General Authority of Red Sea Ports. It is located on the Red Sea coast at the southern entrance to the Suez Canal in Egypt, it occupies a foot print of 160 km<sup>2</sup>.

The port limits extend from Ras Masala to Ras Sadat, it is situated about 4 km away from Suez, it is readily accessible by roads, which are in good condition, the nearest road to the port is Hurgada Al Ismailia road which is located 1 km away from it. The nearest city is Suez. GPS coordinates for the site are 29°56'36.04" N 32°33'47.51" E.

The immediate areas to the north, east and west of the site are occupied by commercial and residential areas, as shown from the next Figure.

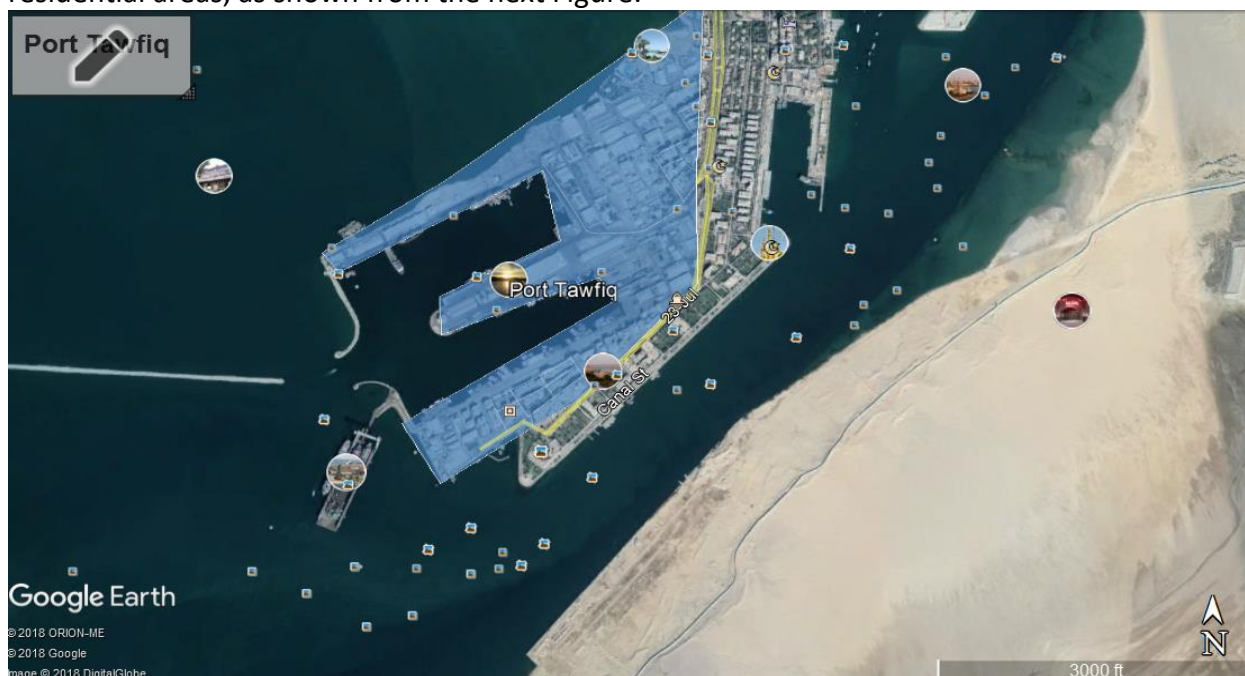


Figure 5: Location of Por-Tawfik Customs, Suez.

E-waste is stored at Por-Tawfik customs in two storing facilities within the port premises. It contains more than 4 lots including CRTs; the following Table summarizes the details of these lots.

Table 5: E-Waste Stores in Por-Tawfik, Suez.

Store	no of lots*	Expected CRTs Weight (ton)*
C Store ( الشركة العامة للصوامع ساحة ث )	1	1.4
Neglects & Sales Store #2 ( محزن البيوع والمهمل ٢ )	2	0.5
Computer Building Store ( محزن مبنى الحاسب الالى )	1	0.34

\*These lots may increase at the time of disposal

## 5. Aswan Customs

### Site Location and Description

Aswan Customs is situated on lake Nasser, about 700 km South of Cairo, the nearest accessible road is Al-Sad Al Aali road about 0.39 km away, and Aswan railway station about 0.23 km away. It's near an important touristic spots such as the high dam and Feila island so the port is not limited to goods but has many berths for passengers and tourists. It's considered to be Egypt's gate to Africa. GPS coordinates for the site are: 23°58'19.79" N, 32°53'51.41"E.

The immediate areas to the north, east and west of the site are occupied by touristic, commercial and residential areas, as shown from the next Figure.

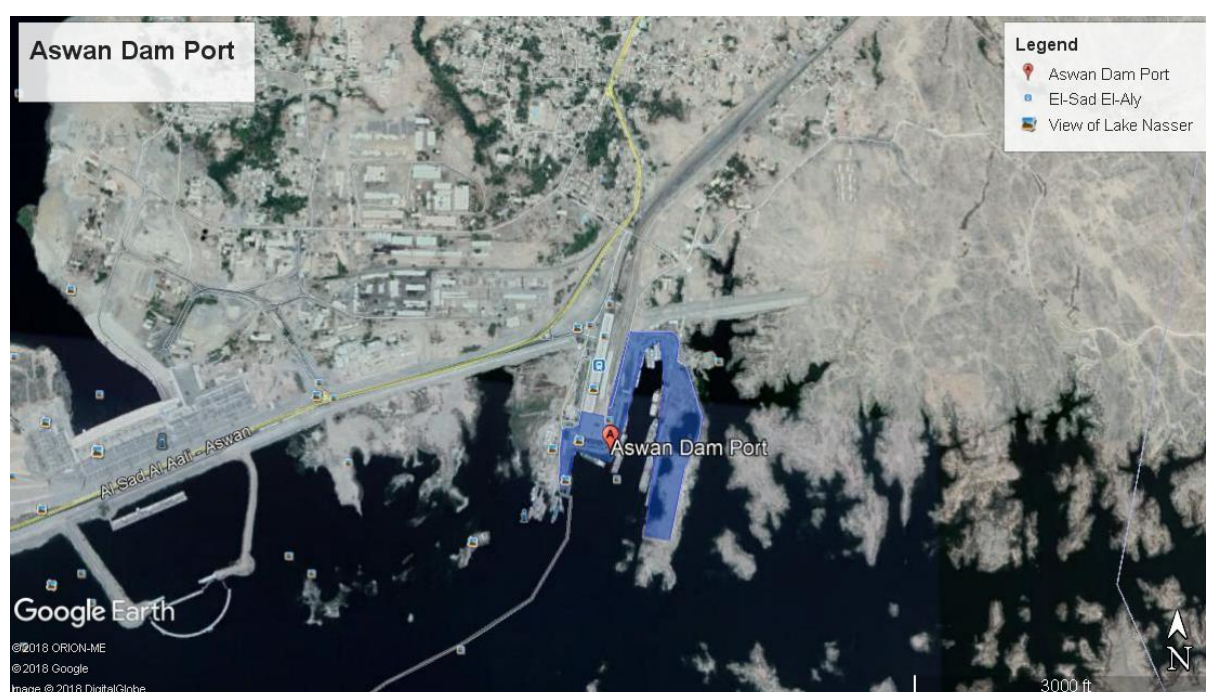


Figure 6: Location of Aswan Customs.

E-waste is stored at Aswan customs in one storing facility within the port premises. It contains 1 lot including CRTs; the following Table summarizes the details of these lots.

Table 6: E-Waste Stores in Aswan Port.

Store	no of lots*	Expected CRTs Weight (ton)*
Neglects & Sales Store (محزن البيوع والمهمل)	1	6.96

\*These lots may increase at the time of disposal





## 7. Port Said Customs

### 2.1 East Port Said Customs

#### Site Location and Description

The port is located in a unique location east of the northern entrance of the Eastern Suez Canal at the junction of three continents and on the main road of the East and West. The northern border is the Mediterranean Sea, and from south an industrial zone. GPS coordinates for the site are: 31°12'36.87" N 32°21'30.51" E. the total area of the port is 72 km<sup>2</sup>, with landing stage of 25 km.



Figure 8: Location of East Port-Said Customs.

E-waste is stored at East Port-Said customs in one storing facility within the port premises. It contains 1 lots including CRTs; the following Table summarizes the details of these lots.

Table 8: E-Waste Stores in East Port-Said Port.

Store	no of lots*	Expected CRTs Weight (ton)*
Containers Area	1	20.2

\*These lots may increase at the time of disposal



## 2.2 West Port Said Customs

### Site Location and Description

West Port Said port is located on the northern entrance of the Suez Canal. It is considered one of the most important Egyptian ports due to its location at the entrance of the biggest navigational corridor in the world (Suez Canal) and in the middle of the largest commercial shipping line connecting Europe to the east. GPS coordinates for the site are: 31°14'59.96" N 32°18'03.56" E. It occupies a footprint of 2.9 km<sup>2</sup> divided into sections for dry loading, containers and passengers. The port is surrounded by warehouses and residential areas.

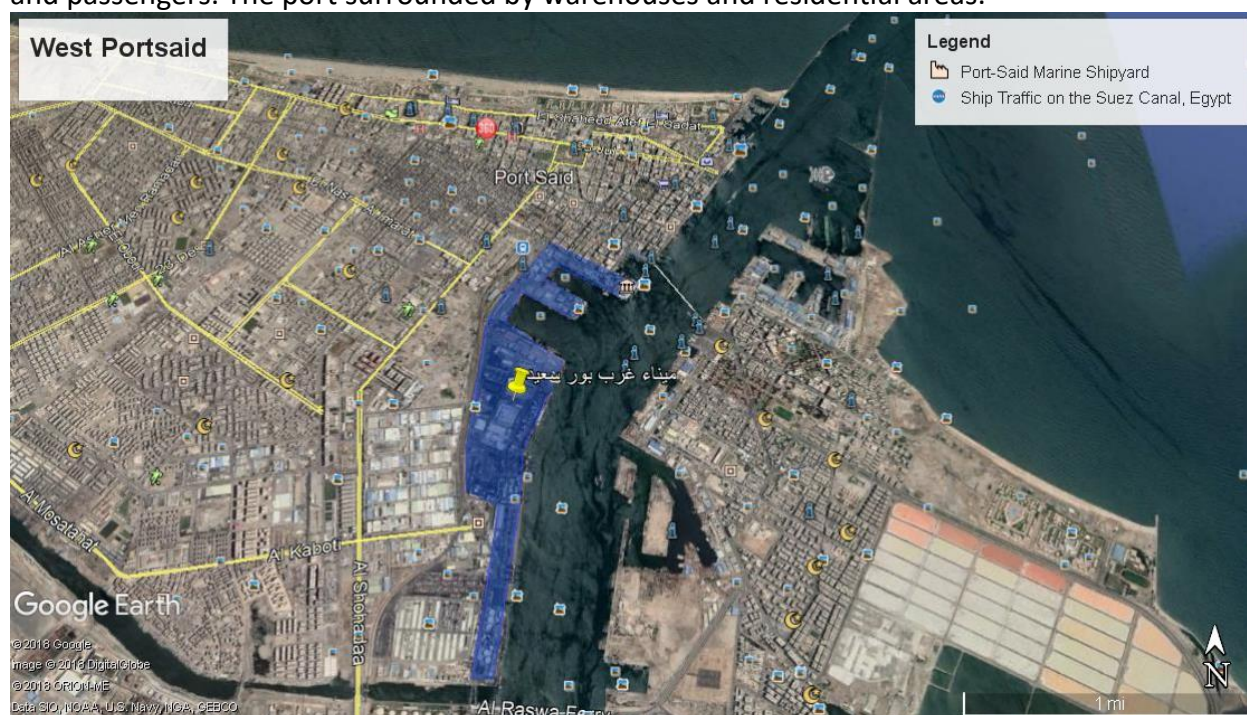


Figure 9: Location of West Port-Said Customs.

E-waste is stored at West Port-Said customs in five storing facilities within the port premises. It contains more than 11 lots including CRTs; the following Table summarizes the details of these lots.

Table 9: E-Waste Stores in West Port-Said Port.

Store	no of lots*	Expected CRTs Weight (ton)*
Neglects & Sales Store #2 ( مخزن البيوع والمهمل ٢ )	3	27.8
C Store ( مخزن ث )	2	1.7
Tersana #2 Store ( مخزن الترسانة 2 )	1	0.96
Store #274 ( مخزن 274 )	2	199.8
Containers Area ( ساحة الحاويات )	3	47.8

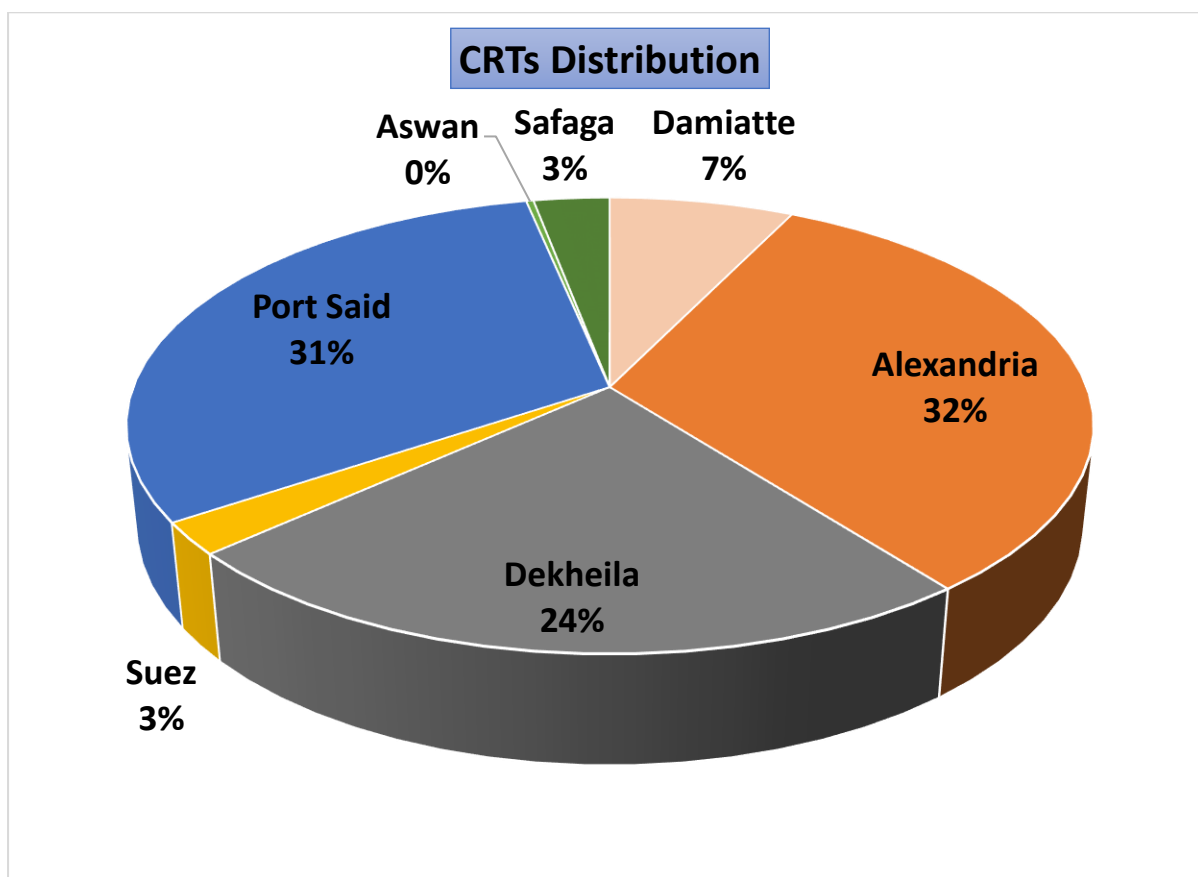
\*These lots may increase at the time of disposal

## Annex 2: CRTs Distribution and description in Egyptian Ports

#	Location	Waste Description	Number of CRTs Units	Expected CRTs Weight (Ton)	General Storage Condition
<b>1</b>	<b>Damietta Customs</b>	<b>CRTs</b>	<b>2597</b>	<b>42.77</b>	
1.1	Neglects and Sales Store (مخزن البيوع والمهمل )		661	20.87	Used- Not Packed- Some Broken
1.2	Egyptian Warehouses Company (المستودعات )		918	14.00	
1.3	Containers ( الحاويات )		1018	8.00	New- Packed in Card box
<b>2</b>	<b>Alexandria</b>		<b>11531</b>	<b>179.29</b>	
2.1	Roma Store 2A Containers ( مخزن روما (A)حاويات (٢ )		482	4.62	Used- Not Packed- Some Broken
2.2	Mafoza Containers Area (حاويات المفروزة		2961	33.1	Used- Not Packed- Not Broken
2.3	Neglects & Sales Area -Alexandria Company Containers (ساحة المهمل - شركة (الاسكندرية للحاويات		6032	119.06	
2.4	Ragab Store ( مخزن ايداع رجب )		839	8.13	Used- Not Packed- Some Broken
2.6	Store ( مخزن ث العلوى )		1217	14.38	
<b>3</b>	<b>Dekheila</b>		<b>8544</b>	<b>117.94</b>	
3.1	Chinese Containers Area		5779	80.56	Used- Not Packed- Not Broken
3.2	Alexandria Containers Company - Neglects Area		1505	19.15	
3.3	Public Deposits Containers		1260	18.23	
<b>4</b>	<b>Suez</b>		<b>820</b>	<b>9.39</b>	
4.1	C Store ( الشركة العامة للصوامع ساحة ث ) - Por Tawfik Port		208	1.42	Used- Not Packed- Some Broken
4.2	Neglects & Sales Store #2 ( مخزن البيوع ( والمهمل ٢ ) - Por Tawfik Port		43	0.45	
4.3	Computer Building Store ( مخزن مبنى ( الحاسب الالى ) - Por Tawfik Port		30	0.34	
4.4	Sarhan Store ( مخزن سرحان ) - Ain Sokhna Port		539	7.19	Used- Not Packed- Not Broken
4.5	Two Containers (40 feet SCU)- Ain Sokhana Port		To be determined	To be determined	
<b>5</b>	<b>Port Said</b>		<b>11130</b>	<b>298.21</b>	
5.1	Containers -East Port said Port		1778	20.16	Used- Packed in Card box- Not Broken
5.2	Neglects & Sales Store #2 ( مخزن البيوع ( والمهمل ٢ ) - West Port said Port		2453	27.82	Used- Not Packed- Some Broken
5.3	C Store ( مخزن ث ) - West Port-Said Port		150	1.70	



5.4	Tersana 2 Store ( مخزن الترسانة 2 ) - West Port-Said Port	85	0.96	
5.5	274 Store ( مخزن 274 ) - West Port -Said Port	4168	199.75	
5.6	Containers Area ( ساحة الحاويات )-West Port-Said Port	2496	47.82	Packed- Cathode tube- Not Broken
6	<b>Aswan</b>	<b>102</b>	<b>6.96</b>	
6.1	Aswan Port	102	6.96	Used- Not Packed- Not Broken
7	<b>Safaga</b>	<b>1070</b>	<b>12.31</b>	
7.1	Neglects and Sales Store ( مخزن البيوع والمهمل )	1070	12.31	Used- Not Packed- Some Broken
7.2	Silos Store ( مخزن الصوامع )			
7.3	Containers Store ( المستودعات )			
7.4	Authority "Makkah" Store ( مخزن الهيئة "مكة" )			
<b>Total</b>		<b>35,794~36,000</b>	<b>666.87~667</b>	



## Waste Information



The waste consists of CRTs existing in several locations and stored in different ways:

- Un packed CRTs stored in storage facilities inside the ports
- Packed CRTs stored in storage facilities inside the ports
- Un packed CRTs stored in 20 and 40 standard cubic feet SCUs stored in open air at the port shipping area
- Packed CRTs stored in 20 and 40 standard feet SCUs stored in open air at the port shipping area

The following photos show samples of the stored waste.



**Packed CRTs in SCU**



**Un-Packed CRTs in SCU**



**Un packed Contaminated Material in SCU**



**Packed Waste in SCU**



**Un packed CRTs in Storage Facility**



**Un packed Equipment in Storage Facility**



**Un packed Equipment in Storage Facility**



**Un packed CRTs in Storage Facility**



**Un packed Equipment/CRTs in Storage Facility**



**Packed CRTs in Storage Facility**



**Un-packed Cathode Ray Tube in Storage Facility**



### Annex 3: Bill of Quantities BoQ Form

#	Location	Waste Description	Unit	Expected CRTs	Rate (USD/ton)
<b>1</b>	<b>Damietta Customs</b>	<b>CRTs</b>			
1.1	Neglects and Sales Store (مخزن البيوع والمهمل)		ton	20.9	
1.2	Egyptian Warehouses Company (المستودعات)			14.1	
1.3	Containers (الحاويات)			7.8	
<b>2</b>	<b>Alexandria</b>				
2.1	Roma Store 2A Containers (مخزن روما حاويات)		ton	4.6	
2.2	Mafroza Containers Area (حاويات المفروزة)			33.1	
2.3	Neglects & Sales Area -Alexandria Company Containers (ساحة المهمل - شركة الاسكندرية للحاويات)			119.1	
2.4	Ragab Store (مخزن ايداع رجب)			8.1	
2.5	Store (مخزن ث العلوى)			14.4	
<b>3</b>	<b>Dekheila</b>				
3.1	Chinese Containers Area		ton	80.6	
3.2	Alexandria Containers Company - Neglects Area			19.1	
3.3	Public Deposits Containers			18.2	
<b>4</b>	<b>Suez</b>				
4.1	C Store (الشركة العامة للصوامع ساحة ث) - Por Tawfik Port		ton	1.4	
4.2	Neglects & Sales Store #2 (مخزن البيوع والمهمل ٢) - Por Tawfik Port			0.5	
4.3	Computer Building Store (مخزن مبنى الحاسب الالى) - Por Tawfik Port			0.3	
4.4	Sarhan Store (مخزن سرحان) - Ain Sokhna Port			7.2	
4.5	Two Containers (40 feet SCU)- Ain Sokhana Port			To be Determined	
<b>5</b>	<b>Port Said</b>				
5.1	Containers -East Portsaid Port		ton	20.2	
5.2	Neglects & Sales Store #2 (مخزن البيوع والمهمل ٢) - West Portsaid Port			27.8	
5.3	C Store (مخزن ث) - West Portsaid Port			1.7	
5.4	Tersana 2 Store (مخزن الترسانة 2) - West Portsaid Port			1.0	
5.5	274 Store (مخزن 274) - West Portsaid Port			199.8	
5.6	Containers Area (ساحة الحاويات) - West Portsaid Port			47.8	
<b>6</b>	<b>Aswan</b>				
6.1	Aswan Port		ton	6.96	
<b>7</b>	<b>Safaga</b>				

7.1	Neglects and Sales Store (مخزن البيوع والمهمل)	ton	12.305	
7.2	Silos Store (مخزن الصوامع)			
7.3	Containers Store (المستودعات)			
7.4	Authority "Makkah" Store (مخزن "مكة" الهيئة)			